

PRACTICAL PATRIOTISM

All Solicitors should bring to the notice of their clients a pamphlet bearing the above title explaining a simple scheme which brings within the reach of all an effective means of assisting their Country in the present difficult times. The pamphlet is issued by the **LEGAL AND GENERAL LIFE ASSURANCE SOCIETY**, of 10, Fleet Street, E.C. 4, and a free copy will be gladly sent on application.

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Current Topics.

"Cabin'd, Cribb'd, Confin'd."

THE WRITER of the obituary notice of the late Mr. JOHN DIXON, which appeared in the *Times*, said that, "in spite of the cramping conditions of a conveyancer's existence, he remained a genial Yorkshireman of the best type." If we are not mistaken, the writer is one who himself, whether Yorkshireman or not, would be hard to beat for geniality, and we criticize his reference to conveyancers with diffidence. It is quite possible, indeed, that current opinion ascribes to the work of the conveyancer something of dryness and narrowness, but, in fact, nothing could be further from the truth. We doubt whether any great conveyancer of the past would confess that his life had been narrowed by his occupation, or, indeed, that his occupation itself had a narrowing influence. He is tied down, of course, to the perusal of papers not always interesting in themselves—though very often they are—and he is compelled to the exercise of a minute and unvarying accuracy. But the very nature of his calling makes it a liberal education. Much of what he does traces its origin in the distant past, and the history of English law is continually unrolled before him; while the books on which he relies are, many of them, models of clear and logical reasoning. If he has to work hard, so has many another professional man; but this does not cut him off from the other interests which make up a full life: he, too, can see life steadily, and see it whole. We need not sing all the praises of the conveyancer's career; but "cramped"—no.

Labour and the War.

WHEN the project of an international meeting of Labour delegates was under discussion last summer, we deprecated the recent extension of the rule which forbids all intercourse between enemy subjects, and said that "the Government must be very strongly convinced of their own ability to bring the war to a speedy and satisfactory conclusion if they reject any non-official means which may possibly assist to that end." (61 SOLICITORS' JOURNAL, pp. 671, 688). The demand for

such a meeting has, as was expected, been revived. It formed a prominent feature in the discussion which took place on the 18th inst. between the Prime Minister and delegates representing the principal trade unions, and Mr. LLOYD GEORGE explained more clearly, we believe, and more sympathetically than before the reasons which have hitherto made him averse to such a course. He did not, he said, rule it out without very careful thought, and without a good deal of prejudice rather in favour of the idea. But his opinion is that it would be a very dangerous experiment, and would lead to confusion. That is naturally the official view. It is for Governments to make peace just as they make war, and no one must interfere; and, constitutionally, no doubt, that ends the matter. But the argument that an international conference would lead to confusion loses its force when we consider the growing catastrophe to which the present conflict of the belligerent Governments is leading; and Mr. LLOYD GEORGE'S continued repudiation of the project has been followed this week by its adoption, with practical unanimity, by the Labour Conference at Nottingham. The demand for an International Congress "in some neutral State, preferably Switzerland, in which organized working-class opinion of all the countries may be represented," is conditioned, indeed, by a general agreement between the Labour and Socialist parties of the Allied nations. Such an agreement will, it may be hoped, be possible, nor should it be confined—in substance, at any rate—to any particular class. We have been waiting since last August for the matter to be revived, and in view of the growing distress in all the belligerent countries, there seems to be a fair chance of its being revived with success. Moreover, the mere meeting of such a Congress would seem, in practice, to imply the cessation of hostilities. But, of course, the situation will be materially changed if the increased lucidity of the declaration of the American and British War Aims is met by anything approaching a reasonable attitude on the part of Germany.

The Report on Premium Bonds.

THE SELECT COMMITTEE on Premium Bonds has reported against the issue of such bonds, and, probably, there are very few who will not be glad to escape the controversy which the legislation necessary for the issue would have raised. That legislation would be necessary cannot, it seems, be questioned. The Lotteries Act, 1699—the first of a long series of statutes designed to stop this form of gaming—recites that "several evil-disposed persons for divers years last passed have set up many mischievous and unlawful games called lotteries, &c.," and enacts (section 1) that "all such lotteries and all other lotteries are common and public nuisances"; and the keeper of a lottery is indictable for a misdemeanour, notwithstanding that other sections impose specific penalties: *R. v. Crawshaw* (Bell C. C. 303). The established definition of a lottery is that it is a "distribution of prizes by lot or chance." (*Barclay v. Pearson*, 1893, 2 Ch. 154); and the fact that the policy of English law has been so uniformly opposed to this form of raising money obviously places the burden of proof on those who wish to revive lotteries—whether to a great or less extent we need not inquire—in connection with War Loans. To the lawyer *nihil humani alienum*; and we should be prepared, if necessary, to consider the question from the moral point of view. But this has been done by Sir ROBERT KINDERSLEY in his statement published in the *Times* of the 11th inst., in which he says that "the appeal of the premium bond is frankly to the baser instinct of cupidity—to the desire to 'get rich quickly without effort'"; and he concludes: "I cannot believe that, because there may be a few hundred thousand people in this country who, though able to do so, are not at present saving money, the nation will decide to adopt a method of finance from which, as a means of obtaining funds for national purposes, every great State has shrunk for the last hundred years." As we have said, the burden of proof that the policy of the law should be reversed and lotteries sanctioned by statute—even though only temporarily and in a national cause—is on those who advocate the scheme, and it is sufficient to say

that their advocacy has not carried such conviction as to make the scheme feasible.

The Re-organization of the Board of Trade.

It is interesting to note that, in view of the times of stress which will follow the war, the Board of Trade is to be re-organized, and will in future consist of two divisions, the first of which—the Department of Commerce and Industry—will be mainly concerned with "the development of trade, vigilance, suggestion, information, and the duty of thinking out and assisting national commercial policy"; and the second—the Department of Public Service Administration—will carry on the present statutory and administrative work of the Board. The title of the Department is, as is well known, misleading, for though, we believe, a Board of Commissioners is nominally appointed, it never, in fact, meets, and the work of the Department is under the direction of the President and the Parliamentary Secretary of the Board. The Board itself is the successor of the old Board of Trade and Plantations, which was abolished so long ago as 1782. A number of statutes impose on the Board manifold administrative functions in respect of trade and commerce, and for the purpose of these functions there are a variety of branches, including the companies, bankruptcy, railway, marine, and harbour departments. The memorandum [Cd. 8912], which has been issued on the subject, states that "each of the two main departments will be in the charge of a Joint Permanent Secretary, but the Permanent Secretary in charge of the Department of Commerce and Industry will rank as senior. One of the Assistant Secretaries in each main department will be of senior status to the others, with a view to giving direct assistance to the Permanent Secretary in the general work of the department. To determine questions of policy arising in either department or affecting both, the President and the Permanent and Parliamentary Secretaries will meet regularly, and will thus constitute an effective working Board."

The New Department of Commerce and Industry.

It is further explained that the new Department of Commerce and Industry will be concerned with a great variety of matters, and will be sub-divided into sections, each in the charge of an officer of assistant secretary rank; but the organization will be kept as flexible as possible, and the heads of the various sections will be in constant consultation with each other, and, so far as possible, will be interchangeable. The arrangement of duties and staff will be so planned that the heads of departments may make frequent visits to the chief centres of commerce and industry at home and abroad to widen their knowledge. The proposed sections will at the outset be as follows:—(a) Commercial Relations and Treaties, corresponding to the present Commercial Department, which will deal with such matters as commercial treaties and agreements, Empire and foreign tariffs and trade regulations, and all other matters within the scope of the Board of Trade which involve representations to or negotiations with Governments within the Empire, or foreign Governments, relating to the protection and furtherance of British commercial and shipping interests in the Empire and in foreign countries; (b) Overseas Trade (Development and Intelligence), which will be a joint department of the Board of Trade and Foreign Office; (c) Industries and Manufactures, which will be a new department dealing with home industries, with special reference to their development and stability, production, and the economic strength of the country generally; with questions of policy connected with trade monopolies and combinations, alien penetration into British industries, and the promotion of new trades; this section will deal also with matters relating to reconstruction of British industries and trades. (d) Industrial Property, which will be the existing Patent Office with enlarged duties, so as not only to administer the law of patents, designs, trade marks and copyright, but also to deal with all branches of industrial property from the point of view of commercial and industrial policy, including both the encouragement of inven-

tion and the protection of the commercial public from the abuse of monopoly. (e) Industrial Power and Transport, which will be a new department, charged with the consideration of all questions of general policy relating to transport in its commercial aspect, including shipping, canal, and railway rates and facilities, through railway and ocean rates, shipping conferences, &c.; it will also deal with questions of policy relating to industrial power, including electricity, gas and water power for industrial purposes, the conservation of fuel, petroleum, &c. (f) Statistics, which will combine the work of the present Census of Production Office with a centralization and consolidation of the work of collecting and classifying statistical returns at present carried out by various sections of the Board of Trade, and will also deal with British and foreign import and export returns and other matters; and (g) a General Economy Department. "A new and important section will be created under this title to assist the Permanent Secretary in relation to questions involving economic policy, especially those which, owing to their generality or novelty, extend beyond the sphere of any special department. In the near future questions of this nature, often of the greatest importance, will continually arise and need careful watching and handling, especially in their earlier stages. The new section will supply the necessary organization for this purpose." This arrangement of sections promises activity by the State in many different departments of commerce; but we assume that the activity will be such as to assist and not interfere with the activities of individual traders, and, as such, it will be welcomed.

Solicitors' Authority to Compromise.

It is doubtless surprising to a client who is a party to an action to find that his solicitor has an implied authority to compromise the action, even though the client has given him express instructions not to do so, and that a compromise so effected will be binding, unless the adverse party had notice of the instructions so given; but this is the rule laid down by McCARDIE, J., in *Welsh v. Roe* (Times, 18th inst.), and it appears to be in accordance with the authorities. It only applies, indeed, when the action has been actually commenced, and, until that has been done, a compromise of the claim is not binding, except when effected in accordance with the client's instructions: *Macauley v. Polley* (1897, 2 Q. B. 122). In *Latuck v. Pasherante* (1 Salk. 86) it was held that the client was bound by the consent of his attorney; and in *Smith v. Troup* (1 D. & L. 675) it was held that the attorney on the record had authority to refer the cause; and if he did so after his authority was withdrawn by the client, the reference was still valid, and the remedy was against the attorney. In *Fray v. Voules* (1 E. & E. 839, 857) Lord CAMPBELL, C.J., recognized that a compromise contrary to express instructions was *ultra vires* as between the attorney and his client, though he did no more than suggest that it was binding as between the client and third parties. But *Butler v. Knight* (L. R. 2 Ex. 109) appears to accept the rule that it is so binding. The main question there was whether the attorney retained his authority after judgment, and it was held that, technically, it was at an end on judgment being recovered, but was revived by the attorney continuing to act without the client doing any act to indicate dissent; and, this being so, a compromise by him bound the client, though, if contrary to instructions, it was a breach of duty for which he was liable.

"Queues" and the Sale and Delivery of Goods.

THE DELIVERY of goods, and especially of provisions purchased in the shops of London, has become an anxious question during the last few weeks. London householders, including a large proportion of the middle classes, do not go to market like the inhabitants of the large cities of the Continent, but require that the goods which they buy should be delivered at their own doors. The law on the subject is contained in The Sale of Goods Act, 1893, which, by section 27, enacts that

it is the duty of the seller to deliver the goods, and of the buyer to accept and pay for them, in accordance with the terms of the contract of sale. By section 29 (1), whether it is for the buyer to take possession of the goods, or for the seller to send them to the buyer, is a question in each case on the contract, express or implied, between the parties. Apart from any such contract, express or implied, the place of delivery is the seller's place of business, if he have one, and, if not, his residence. And (2) where, under the contract of sale, the seller is bound to send the goods to the buyer, but no time for sending them is fixed, the seller is bound to send them within a reasonable time. But, assuming that the implied contract is in most cases that the goods shall be sent to the buyer, the implication must surely be affected by the distance of the place or residence of the buyer from that of the shop where the purchase is made, or by difficulties like those which now impede the sale of food in London. The seller may be bound to send the food purchased from him within a reasonable time, but what is "a reasonable time" would be left to a jury, who would feel the strongest sympathy with the difficulties of an unfortunate tradesman. It is not, therefore, surprising that many purchasers prefer to carry away in their hands the articles which they have purchased, and it is possible that this practice may continue after the termination of the war, notwithstanding the extension of deliveries by parcel post and the disappearance of a large number of the smaller shops. But we are reminded of another difficulty which will confront those who carry away their purchases. The motor traffic will make their task more and more difficult. We have just read the report of an interview with Lord LEVERHULME, in which, as we understand him, he looks forward to happy days, when every workman will have his own motor car. Those days, if ever they come, must surely disturb the whole law and practice of the sale of goods.

The Late Mr. John Dixon.

MR. JOHN DIXON, the senior Conveyancing Counsel of the court, and perhaps the oldest practitioner in Lincoln's Inn, has died "in harness" in his eightieth year. Mr. Dixon was born at Sheffield, the son of a solicitor, more than seventy-nine years ago. Educated at a school in his native town, he originally intended to follow his father's footsteps as a solicitor; and, in fact, was admitted, and for a few years assisted at his father's office.

At the age of twenty-six, however, he determined to change, and entered as a student at Lincoln's Inn, being called to the Bar in January, 1868. He was a pupil, and afterwards "devil," of that great conveyancer, the late Mr. DART, whose only daughter he ultimately married.

Mr. Dixon was appointed one of the Conveyancing Counsel of the Court in 1909, and a Bencher of his Inn shortly afterwards. He was by far the oldest member of the ancient Conveyancers' Club of forty members known as "The Institute," having been elected in the year 1877, the next member in order of seniority of election (the Right Hon. Sir FREDERICK POLLOCK) having been elected in 1891.

Mr. Dixon had a large conveyancing practice, but, like the late Vice-Chancellor HALL and other eminent conveyancing counsel of the last half-century, did not confine himself to Chamber work, and was frequently seen in court. He was looked upon as a specialist in mining cases, particularly in those relating to North Country coal mines.

In private life he was a singularly genial man, and very popular. Tall, thin, and wiry, it is said that he played cricket up to the last ten years of his life; and the writer has, within the last ten years, seen him careering round Salcombe Harbour clothed in oilskins and sou'-wester, and seated on the weather gunwale of a close-reefed fishing boat in a gale of wind and torrents of rain, with every appearance of enjoyment—a remarkable thing for a man over seventy.

He was a member of, and constant attendant, at the Garrick Club, where his genial presence and good-natured banter will be greatly missed. In his early days he wrote a treatise on partnership, which has, however, been long out of print.

Mr. Dixon leaves issue two sons, the elder of whom is a barrister, but does not practice.

The New Courts (Emergency Powers) Rules.

THE *London Gazette* of 8th January announced that the Lord Chancellor had made rules consolidating the Rules under the Courts (Emergency Powers) Acts. The new rules, however, are in the main rules for the High Court and Courts of Summary Jurisdiction, and besides consolidating the existing rules, they contain important amendments and additions to them. The County Court (Emergency Powers) Rules were consolidated in August, 1916 (60 SOLICITORS' JOURNAL, 730), and additions have since been made in November, 1916 (61 SOLICITORS' JOURNAL, 102), and November, 1917 (*ante*, p. 38). The present rules affect county courts only so far as they prescribe the courts to which emergency applications are to be made, leaving the procedure in the county courts to the special county court rules. The rules as to jurisdiction, which have hitherto been rules 1 and 2 of the General Emergency Rules, are prefixed to the Consolidated County Courts Rules, and since they are considerably altered, it is, of course, in their altered form that they must now be read with those rules.

The new Emergency Rules are divided into five parts:—(1) Interpretation; (2) Rules under the Act of 1914 ("the Principal Act") as extended by the Acts of 1916 and 1917; (3) Rules under the Act (No. 2) of 1916; (4) Rules under the Act of 1917; and (5) General. Emergency practice depends on the distinction of remedies made by paragraphs (a) and (b) of section 1 of the Principal Act, and, of course, on the class of obligations to which the protection of the Acts applies. Generally, it applies to all money claims arising under *pre-war* contracts, and to rent not exceeding £50 a year under *post-war* tenancies, and also to certain small policies of insurance.

The remedies under paragraph (a) are those which require to be enforced by legal aid, by execution or otherwise; those under paragraph (b), with the exception of foreclosure, are remedies which the creditor can exercise himself, such as distress, re-entry, or sale. In cases to which the Acts apply, remedies, whether under (a) or (b), cannot be put in motion except after application to the Court, and on such application the debtor has the opportunity of shewing that his inability to pay is attributable, directly or indirectly, to the present war; and the Court, if satisfied of this, can stay execution or defer the operation of the creditor's remedies for such time and subject to such conditions as it thinks fit.

The first amending Act of 1916 was passed in favour of officers and men of H.M. Forces. It extended the protection to contracts made before 17th May, 1916, the date of the passing of the Act, and removed the restriction that the inability to pay must be due to the war; and it enabled the Court to determine tenancies. The No. 2 Act of 1916 strengthened the provisions of paragraph (b) in respect of mortgages, save mortgages of personality, as to which they were relaxed; extended the protection for bankruptcy to winding-up; and made provision against the acquisition of prescriptive rights to light owing to inability to build on adjoining sites. And the Act of 1917 enabled the Court to annul or suspend building and similar contracts where performance had become impracticable owing to the war; excused breaches of obligations in contracts of tenancy due to the Defence of the Realm Acts or Regulations, and in contracts generally due to Government interference; excluded judgments in actions of tort from paragraph (a); and extended the protection of officers and men of H.M. Forces to contracts made at any time before joining. This Act also contained

amendments of the Increase of Rent, &c., Act, 1915, and provisions as to disqualification for membership of the House of Commons, which it is unnecessary to specify.

The new rules repeat the former provision as to jurisdiction under paragraph (a). Application under this paragraph is to be made to the Court by which the judgment or order in question was "directed, entered, or made"; this phrase being substituted throughout the rules for the "given or made" of the former rules. But the clause as to applications under paragraph (b) is re-drafted, so as to define in more detail the alternative application in the county court. As before, any such application may be made to the High Court. Under the former rules there was an alternative application in the county court, where the "value of the subject matter," as therein defined, did not exceed £100. This, together with the definition of value, remains as a general provision; but particular provisions are made as to applications (1) for leave to take possession, or appoint a receiver, or exercise a right of re-entry; and (2) for leave to foreclose or sell in lieu of foreclosure. In the former case there is an alternative recourse to the county court if the sum in question does not exceed £100, and (in the case of hereditaments) where neither the value nor the rent exceeds £100 a year; and, in the latter, where the principal does not exceed £500. This brings emergency applications into line with the ordinary limits of county court jurisdiction. The option of resort to a court of summary jurisdiction is retained in cases of distress where the yearly rent does not exceed £20, and where it is sought to enforce the lapse of a policy to which section 1 (1) of the principal Act applies, or a hire-purchase agreement the original liability on which does not exceed £20. Under a direction of the Lord Chancellor of September, 1914, courts of summary jurisdiction have a jurisdiction alternative to that of the High Court or county court in applications for leave to issue a distress warrant for rates. We do not find that this has been incorporated in the new rules, nor is the direction of September, 1914, among those annulled. But it seems inconvenient that the present rules should not be complete. Notwithstanding that these various jurisdictions are described as alternative, the applicant is not allowed a free choice, and the provision remains that, in the absence of special circumstances, he must go to the county court or a court of summary jurisdiction, as the case may be, where these courts have jurisdiction; and he must bear any increased costs occasioned by disregard of this provision.

Extensive changes have been made in the rule—now rule 4—which prescribes the mode of application under paragraph (a) for leave to issue execution. Where judgment has been already directed or entered, there must, of course, be a separate application under the Acts, and as to this the former sub-rule is repeated. The application is made "by summons to be served at such time and in such manner, and to be dealt with according to such practice generally as may be in conformity with the practice" of the court to which application is made. Where no judgment has been already directed or entered, then the necessity for a separate application does not exist, and the emergency application can be made at the time of judgment without any summons, provided the debtor is present by himself or his solicitor, and now "or counsel" is added. But if he is not so present, then the application can only be made on notice.

Hitherto, the serving of such a notice has been governed by rule 3 (3), which provided that it might be served either with the writ or other originating document, or at any later time not less than two clear days before the making of the judgment, unless in any case the Court otherwise ordered; and the form was prescribed by sub-rule 6. Both sub-rules (3) and (4) now disappear, and their place is taken by sub-rules (3)-(6) of rule 4. The effect is to define more precisely the course to be taken where no judgment has been made. Ordinarily, in the case of an action, the notice and form of counter-notice (that is, the defendant's notice that he does not intend to appear or defend, but desires to take advantage of the Acts) will be served with the writ. This was Form Ia,

and is now Form 4. If the plaintiff serves this notice, and the defendant neither enters an appearance nor files or sends the counter-notice, the plaintiff can then make an application under the Acts *ex parte*; and to avoid the risk of costs he should serve the notice and form of counter-notice (rule 4 (3)). But if this notice is not applicable, or is not given, or if, when given, the debtor enters an appearance, or files or sends the counter-notice, then a separate notice—Form No. 5—of the emergency application must be served, the time for such service being two clear days (rule 4 (4), (5)). The directions given by the new rule are perhaps a little difficult to follow on first reading, but, when mastered, they will probably be found to facilitate and give certainty to the practice with regard to emergency notices.

Sub-rule 8 repeats the provision of the old rule 3 (5) (added in February, 1915), that no emergency application is required for the issuing of a judgment summons, and then a new provision—sub-rule 9—is introduced, to which attention should be directed. It is as follows:—

Rule 3 (9).—No application under the principal Act is required for the issue of a garnishee order *nisi* or a charging order *nisi* on stock or shares or a summons for the appointment of a receiver by way of equitable execution with or without an injunction. But where the judgment or order sought to be enforced by such order *nisi* or summons is one to which paragraph (a) applies, then:—

(i) Such garnishee order *nisi* shall not be made absolute unless the debtor and the garnishee respectively have been served with the same and with a notice in or to the effect of the Form No. 6 in the schedule to these rules.

(ii) Such charging order *nisi* shall not be made absolute unless the debtor has been served with the same and with a notice in or to the effect of the Form No. 6 in the schedule to these rules.

(iii) An order for such receiver shall not be made unless the debtor has been served with the summons and with a notice in or to the effect of the Form No. 6 in the schedule to these rules.

The effect appears to be to validate the view hitherto taken in practice—confirmed as to garnishee orders *nisi* by *Keats v. Conolly* (1915, W. N. 174, C. A.)—that the Acts do not apply in the initial stages of such proceedings, but only when a final order is asked for (Annual Practice, 1918, pp. 1328-9). This practice is now definitely prescribed, and a new form of notice suitable to such cases is introduced. In *Keats v. Conolly* the question was raised whether the judgment debtor or the garnishee was the person more affected by the application. It is now provided that both must be served with the emergency notice.

The rule relating to applications to the High Court, under paragraph (b)—the new rule 5—has not been materially altered. The application is made by way of originating summons, and is dealt with in chambers in accordance with the practice of the division of the High Court in which the application is made; but it may be adjourned into Court. The two forms of originating summons now given, Nos. 7 and 8—for the Chancery and King's Bench Divisions respectively—replace the former single Form II.

It will be remembered that under the principal Act no leave was required to commence foreclosure proceedings (*Re Farnol, Eades, Irvine, & Co.*, 1915, 1 Ch. 22), but this requirement was introduced by the No. 2 Act, 1916. Thereupon the question arose whether a fresh emergency application was required before foreclosure absolute, and in *Reversionary Interest Society v. Unwin* (W. N. 1917, p. 366; *ante*, p. 136) EVE, J., held that it was. The new rule 6 repeats the direction of August, 1916, and provides that a separate originating summons is not necessary for this purpose; but a summons must be taken out in the foreclosure proceedings, intituled in the matter of the appropriate Courts (Emergency Powers) Acts, and bearing a note equivalent to the new Form 2. This seems to affirm the correctness of EVE, J.'s decision.

Attention should also be called to rule 7, which is new. As pointed out above, the restriction on the issue of execution only applies to certain claims, and as regards other claims no application under the Acts is required. Hence, in each case, it has to be determined whether a case does or does not come within the Acts, and it seems that it has not been the practice for the Masters to entertain an application and give leave to issue execution for the sake of safety (Annual Practice, 1918,

p. 1356), though we understand that it has been the practice in the Central Office to require a certificate of the necessary facts before execution can issue without leave. This practice is, in effect, incorporated in the new rule, which provides that where a party seeks to issue execution without an emergency application, he must satisfy one of two conditions—either it must sufficiently appear on the face of the proceedings that the case is outside the Acts, or he must state in the *precipe*, in a specified form, the facts which put it outside the Acts. If the judgment creditor cannot comply with these conditions, he must make an emergency application on notice or summons. This new rule will, we gather, remove a cause of uncertainty in practice. It hardly needs to be pointed out that "writ" in this rule means, and can only mean, a writ of execution, and not a writ of summons.

The remainder of the old rules seem to be reproduced without material alteration, but there has been a good deal of rearrangement, and many of them will be found grouped under Part V. General. Rule 15, which allowed applications under paragraph (b) to be made to a Palatine Court, is gone, and we do not find any reproduction of it, though the Lancashire Court is mentioned in Part III. It is also mentioned in the Directions of 8th Nov., 1917 (*ante*, p. 72), as to applications under section 1 of the 1917 Act which, since they define jurisdiction, remain in force, though we do not understand why they were not included in the present consolidation.

Part III. reproduces, with additions, the rules of June, 1916, under the No. 2 Act, 1916, with respect to applications to protect rights of light; and Part IV. (which is new) prescribes the procedure for obtaining relief, under section 1 of the 1917 Act, from contracts which the war has made oppressive. Section 1 may also be set up by way of defence (rule 16), and defence is the remedy under sections 2 and 3 of that Act.

The above represents, we believe, the position as to emergency practice under the new rules, but it must be remembered that this practice is novel and not altogether easy; and if we have made mistakes in expounding it, we shall be glad to have them corrected.

Books of the Week.

County Courts.—The Annual County Court Practice, 1918, 37th Edition. Edited by His Honour Judge RUEGG, K.C., with Special Chapters on Employers' Liability and Workmen's Compensation, by GILBERT STONE, B.A., LL.B., Barrister-at-Law; on Costs and Court Fees, by W. H. WHITELOCK, B.A., and ARTHUR L. LOWE, M.A., Registrars of the Birmingham County Court; and on Admiralty and Merchant Shipping, by H. H. SANDERSON, Solicitor, of Hull. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

"Housing."—Facts and Figures for Trade Unionists and Workers. By A. W. SHELTON, F.A.I. Third Edition. Co-operative Printing Society (Limited).

Correspondence.

Residence of Australian Soldiers in England and Income Tax.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We think perhaps the enclosed copy of correspondence we have had with the Board of Inland Revenue may be of general interest. It appears to dispose satisfactorily of a question which has already arisen on some occasions and is likely to arise owing to the prolongation of the war.

The publication in your Journal is specially sanctioned by the Board.

The Clock House, 7, Arundel-street, Strand,
London, W.C. 2. Jan. 17.

The following is a copy of the correspondence referred to:—
7, Arundel-street, Strand, W.C. 2.

12th December, 1917.

Sir,—We should be glad to know whether your Department has arrived at any ruling as to the imposition of income tax in the following circumstances:—

We may premise that the particular case on which we are writing is one of two or three which have occurred recently in our practice.

Our client is a gentleman domiciled in Australia. He has served in H.M. Army since the outbreak of war, and has held a commission for a great part of the time. He is now temporarily in England owing to injuries received.

On taking up his duties in France, our client brought his wife here, and she has resided here ever since, staying in hotels and furnished houses.

Both he and his wife have considerable investments in Australasia, upon which colonial income tax is, of course, levied. The question arises whether our client is, in the circumstances, liable to English income tax in addition on his Australian investments, having regard to the fact that his wife is residing here and has so resided for more than six months, and, as the outlook is at present, is likely to do so for a much longer period than six months to come.

The spouses do not intend to make England their permanent home, but to return to Australia when our client is free from military duty, and the question appears to resolve itself into this—whether the residence of the wife in this country for more than six months, not in a permanent home, but in furnished houses, is such residence of the husband as renders him liable to pay income tax on his and his wife's incomes from foreign—i.e., Colonial—securities which are already subject to Colonial income tax, regard being had to the fact that our client's actual residence is subject to military exigencies imposed by his service in H.M. Army.

We are, sir, your obedient servants,

REYNOLDS & SON.

The Secretary, Inland Revenue, Somerset House, W.C.

(Income tax.)

Inland Revenue, Somerset House, London, W.C. 2.

4th January, 1918.

Gentlemen,—With reference to your letter of the 12th ultimo, on the question of a client's liability to United Kingdom income tax, I am directed by the Board of Inland Revenue to state that, if the residence of your client and his wife in the United Kingdom is due solely to your client's service in His Majesty's Forces, no assessment to United Kingdom income tax will be made in respect of income arising from sources outside the United Kingdom.

I am, gentlemen, your obedient servant,

J. C. STAMP.

Messrs. Reynolds & Son.

Emergency Practice and Mortgagors. Inland Revenue Affidavits.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We read the editorial notes *sub. nom.*, "Emergency Practice and Mortgagors," in your issue of the 19th inst. with considerable interest, but they rather tend to assume that the mortgagor is unable to comply with his personal covenant for repayment. In this locality, "circumstances attributable to the present war" have tended to increase the resources of the majority of persons rather than to diminish them, and it seems proper for the Court to ascertain carefully whether the owner of the particular property is in a position to redeem the security out of his private monies.

As regards Mr. Hopwood's suggestion that it should be obligatory upon solicitors to obtain office copies of Inland Revenue affidavits, we may say that it has always been our practice to make either a copy or a full extract thereof, shewing also the estate duty paid, and to hand same to the client along with the grant. We have never found that this copy or extract has been mislaid, and consider that your correspondent's point (which is quite valuable) would be sufficiently met if such practice were general.

CRANSWICK, CRAWFORD & OWEN.

Westminster-chambers, 28, East-parade, Leeds.

Jan. 21.

Beneficiaries and Income Tax.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In connection with the recent correspondence as to income tax repayment claims, I have been hoping that someone would raise a question which seems to me rather important.

The following facts will explain the points upon which some of your correspondents might care to offer their opinions:—

A solicitor acts for a trust. The trustees receive the income less tax, and pay it over to the beneficiary.

The fact that 5s. in the £1 has been deducted from such income entails no personal loss or hardship upon the trustees, and they are therefore not reminded (as they otherwise would be) of such a heavy loss of income; nor are they reminded that they could get some part of the tax, if not the whole, refunded upon making proper application. The beneficiary is sometimes very old, and does not read the papers; and if she or he did, would not understand the somewhat involved income tax problems, and would

probably not realize that she or he was entitled to reclaim some part of the tax deducted, or, perhaps, the whole.

Under these circumstances—

(1) Is it the duty of the trustees to have a claim prepared and lodged with the Inland Revenue?

(2) Is it the duty of the solicitor for the trustees to remind them to have this done if they forget it, even if (as is often the case) he does not act for the beneficiary?

(3) Does the matter rest with the beneficiary to raise or not, as he or she thinks fit, and if the point is overlooked by the beneficiary, does this relieve the trustees and the solicitor for the trustees from all liability to the beneficiary for the loss of income which he or she has sustained?

I hope I have made my questions clear.

J. W. KENNEDY.

84, Sellons-avenue, Harlesden, N.W. 10.
Jan. 19.

CASES OF LAST SITTINGS. High Court—Chancery Division.

Re SHUREY. SAYORY v. SHUREY. Sargant, J. 19th December.

WILL—CONSTRUCTION—GIFT TO SUCH OF HIS THREE SONS "AS SHALL ATTAIN THE AGE OF TWENTY-FIVE YEARS."

Where a testator left his residue to such of his three sons, A., B., and C., "as shall attain the age of twenty-five years," and A. was born on the 22nd day of July, 1891, and died of wounds received in action on the 21st day of July, 1916,

Held, that A. had attained a vested interest under the will, as the law took no cognizance of parts of a day.

Anon (1 Salk. 44) and Sir Robert Howard's case (2 Salk. 625) followed.

Dictum of Lord Blackburn in *Letterstedt v. Broers* (9 A. C. 371) explained.

This was an originating summons taken out by the trustees of the testator raising the question whether the testator's son, Charles Shurey, had at the time of his death attained the age of twenty-five and taken a vested interest in a third of the testator's residuary estate. The cases of *Anon* (*supra*), *Sir Robert Howard's case* (*supra*), and *Toder v. Sansom* (1 Bro. P. C. 468) were cited as shewing that, if the will were construed according to its strict legal meaning, Charles Shurey did take a vested interest, and *Letterstedt v. Broers* (*supra*) was cited as shewing that the testator must be deemed to have used the words in their ordinary and popular sense, in which case Charles Shurey only attained twenty-five on his twenty-fifth birthday.

SARGANT, J.—This point is, in my opinion, covered by authority. In the anonymous case referred to the point is put in the barest way and so as to make the anomaly as great as possible. The language, as altered, so as to make it more intelligible, comes to this: "It has been adjudged that if one be born the 1st of February at eleven o'clock at night and make his will with regard to lands at one o'clock in the morning on the last of January in the twenty-first year of his age, it is a good will, for he was then of age." In that case a will of real estate was mentioned, because at that time a will of personality could be made by a person under twenty-one years of age. If one were to look at the clock for the purpose of determining the actual age of the devisee, in that case it would appear that he was one day and twenty-two hours short of attaining the age of twenty-one years; but the law does not take cognizance of part of a day, and the consequence is that a person attains twenty-one or twenty-five on the day preceding the twenty-first or twenty-fifth anniversary of his birth, as the case may be. That case has been followed in *Sir Robert Howard's case* (*supra*), and it was assumed in the House of Lords in *Toder v. Sansom* (*supra*) to be a correct statement of the law. In *Letterstedt v. Broers* (*supra*) nothing turned on whether the age was attained on the anniversary of the birth or on the preceding day, and Lord Blackburn in what he said was not speaking strictly. It must be declared that Charles Shurey attained the age of twenty-five years on the day immediately preceding the twenty-fifth anniversary of his birthday.—COUNSEL, R. H. Hodges; Romer, K.C., and W. J. Whittaker; Alexander Grant, K.C., and E. Riviere. SOLICITORS, Gush, Phillips, Walters & Williams.

[Reported by L. M. MAY, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

CASDAGLI v. CASDAGLI. Horridge, J.

DIVORCE—DOMICILE—RESIDENCE IN FOREIGN STATE—MEMBER OF EXTRA-TERRITORIAL COMMUNITY.

In a divorce suit the respondent was resident in Egypt, his domicile of origin being English.

Held, that residence in a foreign State as a privileged member of an

extra-territorial community is ineffectual to create a new domicile of choice.

This was the petition of Jeanne Casdagli for a divorce from Demetrius Emmanuel Casdagli on the grounds of his alleged cruelty and adultery. The respondent, in July, 1916, filed an act on petition in which he alleged that he had been born in England on 10th October, 1872; that his father was a naturalised British subject born of Russian parents; that since 1895 he, the respondent, had resided and had his permanent home, and had acquired a domicile of choice, in the British Protectorate of Egypt; that his wife had been born in Egypt, and had always been, and still was, domiciled there; that his marriage had taken place at Alexandria; and that neither he nor his wife had ever had a matrimonial home or residence in England; and that they were not domiciled in England. The respondent therefore alleged that this Court had no jurisdiction to entertain a suit for dissolution of the marriage, and he prayed that the petition might be dismissed. The petitioner, by her answer to the act on petition, denied that the respondent had acquired a domicile of choice in Egypt, and alleged that he had never abandoned his English domicile, and that the Court had jurisdiction to dissolve the marriage. The respondent joined issue on the petitioner's answer.

HORRIDGE, J., in delivering his considered judgment, said:—In this case Jeanne Casdagli, on the 4th of March, 1916, presented a petition praying for a dissolution of her marriage with Demetrius Emmanuel Casdagli. The contentions before me on the hearing of the act on petition put forward on the behalf of the petitioner and contested on behalf of the respondent were threefold. (1) There was no sufficient evidence to establish an Egyptian domicile apart altogether from any matters raised by the third contention as to extra-territorial jurisdiction. (2) The fact that by the Ottoman Order in Council, 1910, paragraph 183, jurisdiction to dissolve marriage was expressly exempted from the jurisdiction of the Consular Court, to which British subjects are amenable, impliedly gives jurisdiction to the English Court; and (3) that residence in Egypt by the respondent, who was admitted to be a privileged member of an extra-territorial community, was ineffectual to create a new Egyptian domicile of choice. I proceed to deal with these contentions in their order. Domicile, as defined by Lord Westbury, in the case of *Bell v. Kennedy* (L.R. 1 H.L. Sc. 307) is the relation which the law creates between an individual and a particular locality or country, and in the case of *Udny v. Udny* (L.R. 1 H.L. Sc., p. 458) Lord Westbury said:—"Domicile of choice is a conclusion or inference which the law derives from the fact of a man fixing voluntarily his sole or chief residence in a particular place with an intention of continuing to reside there for an unlimited time." (See Dicey on "The Conflict of Laws," 2nd Ed., p. 140.) I find the facts in this case, which indeed were little in dispute, to be as follows:—The respondent was born in England on 10th October, 1872. He first went to Egypt in 1879 with his father and mother on account of his health, and returned to England in 1882. He was educated in England and France, and returned to Egypt to settle in 1895. When in England he was continually troubled with bronchitis and asthma, and his parents thought the climate of Egypt would be more suitable for his health, and decided he should make Egypt his home, and attend to the family interests in Egypt, where his father carried on business as an importer of Manchester goods. He has never left Egypt except on one occasion during the Balkan War, and except for the purpose of taking a holiday in the hot weather. In addition to attending to his business connected with the Manchester trade, he founded in Cairo, in partnership with a Mr. Argyris, a private commercial bank, and continued a partner until 9th March, 1905. In 1910 he was taken into partnership by his father with four other sons, he with one of his brothers attending to the Egyptian business. He resided with his parents from 1901 until his marriage in 1905 by the Great Patriarch of Alexandria, and the husband and wife lived with the respondent's parents until the death of his father in 1911, since which time they have usually been in sole occupation of the house, although under the respondent's father's will the respondent's mother had the use of the house for life. I think there can be no doubt from the facts deposed to that he fixed voluntarily his chief or sole residence in Egypt, but the question remains whether he so fixed his residence with an intention to reside there for an unlimited time. The statement as to his intention in his affidavit is subject to the comment that it was made for the purpose of escaping from this suit; but this criticism cannot apply to the fact that on 29th September, 1910, some years before any proceedings had been commenced between himself and his wife, he inserted in his will, which was prepared by Mr. Jordan, of Manchester, a statement that he was a "merchant," a British-born subject, having a domicile in Egypt. The statement as to his intention to continue to reside for an unlimited time is supported by the evidence of his having conveyed this intention from time to time to a number of witnesses who have made affidavits in support of the act on petition, and although the petitioner, in her affidavit in reply, sworn on 8th December, 1916, states that the respondent steadfastly declined to abandon his British nationality, she does not deal with the statement that he intended to reside permanently in Egypt, and there is no question here as to his nationality, it being admitted he is a British subject. It was contended before me on the authority of *Re Tootal's Trusts* (23 Ch. D. 532), that though the evidence which I have referred to might in an ordinary case be sufficient to establish the matters required to prove the acquisition of a new domicile, yet because there would be a considerable difference in the law, religion, habits, and customs of Egyptians and those of a British subject, I could not hold that he had obtained an Egyptian domicile. If the true test is the one formulated by Lord Westbury, namely, the intention to continue to reside for an unlimited time, it

seems to me the character of the people among whom the residence may continue would be the matter relevant to be considered before arriving at any conclusion as to the intention formed by the respondent; but when once I am satisfied that, notwithstanding the character of the people, the intention of continuing to reside for an unlimited time existed, and exists, there is nothing to prevent a domicile among persons of different laws, religion, habits and customs. This was decided by Mr. Justice Chitty in the case I have referred to, and by the Privy Council in *Abd-ul-Messih v. Farra* (13 App. Cas., 431). As to the second contention, it is quite true that by par. 103 of the Ottoman Order, 1910, dissolution of marriage is exempted from the matters over which the Consular Court to which the respondent, as a British subject, was entitled to resort, and Mr. Justice Chitty, in *Re Tootal's Trusts* (*supra*), makes use of this expression with regard to a similar exception applicable to the position of a British Court in China. "The exceptions from the jurisdiction of the Court as a matrimonial court in regard to dissolution, nullity or jactitation of marriage are important, and the effect of them is apparently to leave Englishmen subject to the jurisdiction of the Court for Matrimonial Causes in England, in respect to the excepted matters." This, of course, would be true if they were otherwise subject to the jurisdiction of the English Court. The jurisdiction of this Court depends entirely upon the domicile for the time being of the married pair: *Bates v. Bates* (1906, P., p. 209), and I cannot see how the fact that jurisdiction in certain matters is not conferred on a Consular Court can give this Court jurisdiction where the domicile of the parties is foreign. Upon the third question, as to whether the possession by the respondent as a British subject of extra-territorial rights renders him incapable of acquiring an Egyptian domicile, this has been the subject of direct decision in two cases: *Re Tootal's Trusts* (*supra*) and *Abd-ul-Messih v. Farra* (*supra*). In the latter case Lord Watson, at p. 445, says as follows: "Residence in a foreign State as a privileged member of an extra-territorial community, although it may be effectual to destroy a residential domicile acquired elsewhere, is ineffectual to create a new domicile of choice." In that case, at page 439, Lord Watson sets out the position of a British subject in Cairo as regards extra-territorial rights, and it is not disputed before me such would be the position of the respondent except it was said that evidence could be called to shew (if the matter was relevant, which I do not think it was) that he would not in fact escape from any taxation. [The learned Judge referred to criticisms of *Re Tootal's Trusts* mentioned in *The Emmaus* (1 Pr. Cas., at p. 615, and to the American decision in *Mather v. Cunningham* (74 Atlantic Rep., p. 809), where it was held, in direct conflict with *Re Tootal's Trusts*, that an American citizen, whose position in China is analogous to that of an Englishman, acquired a Chinese domicile, and continued:] The decision in *Abd-ul-Messih v. Farra* seems to me to be directly in point, and is to the effect that a British subject residing in Cairo is a privileged member of an extra-territorial community, which prevents his being able to acquire an Egyptian domicile. The speech of Lord Watson clearly disposes of the contention set up in that case, that the residence in Cairo of the deceased man had the effect of giving him at least an Egyptian as distinguished from a Turkish domicile. A further point was made that as on 18th December, 1914, notice was given terminating the Suzerainty of Turkey over Egypt, the Ottoman Order of 1910 ceased to have effect, and was not renewed until the Egypt Order in Council, dated 16th February, 1915. It was argued that in this period there were no extra-territorial rights, and therefore the respondent could obtain a domicile. My attention was not drawn to any act between these dates which would constitute in any way a declaration of intention. His will was made on 29th September, 1910, and I think intention permanently to reside there for an unlimited period had been expressed before 18th December, 1914. Further, in my view, the Ottoman Order did not lose its validity because the British Government had placed Egypt under their protection instead of under the protection of the Sultan of Turkey. For the above reasons, in my judgment the prayer of the act on petition has not been made out, and the act of petition must be dismissed, with costs.—COUNSEL, Hume-Williams, K.C., Patrick Hastings, and Talbot-Ponsonby, for petitioner; George Wallace, K.C., and J. Harvey Murphy, for respondent. SOLICITORS, Treherne, Higgins & Co., for petitioner; Hatchett, Jones & Co., for respondent.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

CASES OF THE WEEK. Court of Appeal.

ERNEST LYON (LIM.) v. WILLIAM STURGES & CO. No. 1.
18th and 21st January.

PRACTICE—DEFAULT IN PLEADING—FAILURE TO DELIVER STATEMENT OF CLAIM WITHIN TIME FIXED—APPLICATION TO DISMISS ACTION—DELIVERY OF STATEMENT OF CLAIM OUT OF TIME BEFORE HEARING OF APPLICATION—NO POWER TO DISMISS ACTION—R.S.C., ORD. 27, r. 1.

By ord. 27, r. 1, if the plaintiff, being bound to deliver a statement of claim, does not deliver it within the time allowed, the defendant may, at the expiration of that time, apply to the Court to dismiss the action for want of prosecution, and on the hearing of such application the Court may, if no statement of claim shall have been delivered, order the action to be dismissed.

Held (reversing Coleridge, J.), that the power of the Court to dismiss

the action under this rule only arises if, down to the time of the hearing of the application to dismiss no statement of claim has in fact been delivered.

Appeal by the plaintiffs from an order of Coleridge, J., in chambers, dismissing the action for want of prosecution. The action was brought against the defendants, who were the plaintiffs' then solicitors, claiming the return of a lease and damages for breach of duty, the writ being issued on 1st August, 1917. On 12th October an order was made for delivery of a statement of claim within a time subsequently extended by consent to twenty-eight days. The order not having been complied with, on 9th November a peremptory order was made by the Master for delivery within seven days. On 16th November, the plaintiffs not having delivered any statement, applied for seven days' further time, and on 19th November a further peremptory order was made for delivery within three days. This period having expired on 22nd November, on 23rd the defendants took out a summons to dismiss the action for want of prosecution, and later on the same day the plaintiffs delivered the claim. On 26th November the summons was heard before Master Jelf, who made an order dismissing the action. The plaintiffs appealed to Coleridge, J., who affirmed the Master's decision, and now appealed to the Court of Appeal. It was admitted that there was no English authority exactly covering the point, but counsel for the appellants relied on *O'Connell v. O'Connell* (1880, 6 L. R., Ir. 470).

THE COURT allowed the appeal.

SWINFEN EADY, L.J., having stated the facts, and read ord. 27, r. 1. proceeded: The question was whether the order made by the Judge below was right. He thought that the words of the rule meant "if no statement of claim shall have been delivered at the time when the summons to dismiss for want of prosecution is being heard." Otherwise the words "if no statement of claim . . ." would be meaningless. The earlier part of the rule assumed that there had been an order fixing a time for delivery, and no delivery within that time. In his lordship's opinion, the only possible meaning of the rule was that, on a summons to dismiss for want of prosecution, the action could not be dismissed if a statement of claim had in fact been delivered, though out of time. It could not be said that there was any failure to prosecute the action in such a case, but justice might be done by making the defaulting party pay the costs of the application. The order below dismissing the action was erroneous and must be discharged, but the defendants would have the costs of the original application. His lordship having referred to certain of the facts alleged in the statement of claim as delivered, finally ordered that costs of the appeals to Coleridge, J., and to that court should be costs in the action.

WARRINGTON, L.J., delivered judgment to the same effect.—COUNSEL, H. Jacobs (for W. C. Henderson, serving in H.M. forces); E. W. Hansell. SOLICITORS, Theodore Roberts; William Sturges & Co.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re COURTS (EMERGENCY POWERS) ACT, 1914, AND Re JOBSON'S APPLICATION. Eve, J. 16th January.

EMERGENCY POWERS—MORTGAGE—LEAVE OF COURT TO REALIZE THE SECURITY—DISCRETION OF COURT—TERMS AND CONDITIONS—COURTS (EMERGENCY POWERS) ACT, 1914 (4 & 5 Geo. 5, c. 73), ss. 1, 2.

On an application under the Courts (Emergency Powers) Act, 1914, by a mortgagee for leave to realize his security, the Court suspended the operation of his remedies for one year if the war so long continued, on the mortgagor undertaking to increase the interest to 5 per cent. and to repay annually a part of the principal.

The considerations applicable to such cases stated and classified.

This was a summons under the above Act by a mortgagee for leave to realize his security. The mortgage made in 1906 was on premises valued at £21,800. The amount secured was £12,500, with interest at 4 per cent. The mortgagors were traders, and the advance was procured to provide capital for their business. Notice to pay off the mortgage was given in March, 1917. The principal sum secured by the mortgage had from time to time been reduced, and the principal now due was £8,350. All the covenants and conditions in the mortgage deed had been duly performed and observed.

EVE, J.—Experience has shewn that considerable misconception exists as to the purpose and effect of the emergency legislation with which this application is concerned. The Act is not for the relief of insolvent debtors, still less for the conscription for the benefit of debtors of the property of their creditors. It is an Act designed to meet some of the emergencies to which the present war has given rise, and the particular emergency to which the sections with which I have to deal are directed is to the liability of a debtor to discharge his obligation on the date when it falls to be discharged. In all cases of this class to which the Act applies, it restricts the right of the creditor to resort to his legal remedies for enforcing payment, to the extent that it forbids him the exercise of any such remedy until after an application has been made to the Court for leave to exercise it. Then it confers an absolute discretion on the Court in dealing with the application, subject to the limitation that the discretion is only to be exercised in favour of a

defaulting debtor, if the Court is of opinion that time should be given to him on the ground that he is unable immediately to make the payment by reason of circumstances attributable directly or indirectly to the war. When the Court is satisfied on this point, it has power to suspend the question of any remedy for such time and subject to such conditions as it thinks fit. The present application is one by mortgagees whose mortgage debt became repayable in June last, and who apply for leave to exercise any right or powers vested in them as mortgagees to realize their security, and in what I am about to say I am confining myself to applications of a similar character—that is, applications by mortgagees against defaulting mortgagors. In the ordinary way, where a mortgage debt is called in, the mortgagor meets the demand in one of three ways:—(1) He realizes his security and pays off the mortgage out of the proceeds, or (2) he provides the money out of his other resources and takes a reconveyance, or (3) he gets the assistance of another lender, who pays off the mortgage and takes a transfer of the security. The last of these courses is the one most usually adopted, and, indeed, it is almost inevitable where the advance is of large amount, which is treated as capital more or less permanently borrowed for business purposes at a fixed and moderate rate of interest. In considering, therefore, whether the mortgagor qualifies himself for the exercise in his favour of the discretion conferred by section 2 of the Act, the Court ought in the first place to direct its attention to the question how in the ordinary course the particular security would be dealt with. A man who had purchased property as an investment and borrowed a portion of the purchase-money on mortgage, might, where the mortgage money was called in, elect either to realize the investment and pay off the mortgage, or he might prefer to realize other investments, or he might determine to retain his investments and find a transferee of the mortgage. On the other hand, a man who had borrowed money on property in his own occupation would probably be limited to the alternative of paying the debt out of his other resources, or of obtaining a transferee; and a man who had raised money on the security of his business premises would almost of necessity be compelled to obtain a transferee. Nor would those more or less personal considerations alone determine the mortgagor's action. A more potent factor would be the value of the security in relation to the amount of the mortgage debt. It may perhaps be helpful if I indicate the considerations and conditions which, in my opinion, can fairly be regarded and applied in ordinary cases, in which the relationship of mortgagor and mortgagee subsists without any complication or exceptional position of the parties. To such cases I think the following furnish good working rules: (a) If the security is sufficient and if the covenants and conditions of the mortgage deed, other than the covenant to repay the principal moneys, have been performed and observed, the mortgagor ought to be given a reasonable time within which to find the money to pay the debt. (b) The time so given may be extended if, in cases where the interest reserved is less than 5 per cent., the mortgagor is willing to pay interest at 5 per cent., and still further extended if he is willing in addition to pay to the mortgagee on account of principal the difference between the net rents and interest at 5 per cent. (c) In a like case, if the mortgagor is in occupation and the proper occupation rent is in excess of 5 per cent. interest on the debt, he ought to attorn tenant to the mortgagee at the proper occupation rent, and pay to the mortgagee interest at 5 per cent. and the excess of such rent over the 5 per cent. interest on account of capital. (d) If the security is insufficient, but interest has been paid up to date, and the covenants and conditions have been performed and observed, the mortgagee should not be exposed to further loss, and time should be given to the mortgagor on the terms that interest at 5 per cent. be paid, and that the mortgagee may renew the application if any further depreciation takes place. (e) If the security is insufficient and there are arrears of interest, but not to a serious extent, the mortgagor should be required to clear off such arrears, in addition to the terms set out in (d). (f) If, in either of the last two cases, the rent or occupation rent should exceed the interest, the mortgagee should be allowed to appoint a receiver, but, in the event of his doing so, the stipulation requiring the mortgagor to pay off arrears of interest may have to be modified by giving him a reasonable time to clear them off. (g) In cases where there are substantial arrears of interest, or where the covenants to keep down outgoings or to keep in repair or insure have been broken, the mortgagor should not be restrained from exercising his powers in the absence of very special circumstances, unless the mortgagor is prepared to make good all such breaches forthwith and to continue under conditions similar to those enumerated in (d), (e) and (f). Now it is clear that in this case if there was no war, the mortgagor would have had to provide for repayment by a transfer. But I am satisfied on the evidence, and having regard to the general conditions, of which I am bound to take judicial notice, that it is almost impossible to obtain the necessary advance by any transfer of the mortgage, except upon terms which would leave the borrower in a position many times worse than that which he occupies in existing circumstances. I am quite satisfied that the mortgagors have established a case within the Act, and have brought themselves within rule (a) above mentioned, and ought therefore to be given a reasonable time in which to find the money. On the mortgagors' undertaking to increase the interest to 5 per cent. and to repay £500 per annum, I defer the operation of the mortgagee's remedies for one year from to-day if the war so long continues, with liberty to apply.—COUNSEL, G. R. Northcote; Maughan, K.C., and Dighton Pollock. SOLICITORS, Field, Roscoe, & Co., for Jobson & Marshall, Dudley; P. F. Walker, for P. Lawson Lewis, Lewes.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

King's Bench Division.

In the Matter of THE PETITION OF RIGHT OF THE NEW ZEALAND SHIPPING CO. Bailhache, J. 11th January.

MERCHANT SHIPPING—MORTGAGE—TRANSFER—REGISTRATION—REGISTRAR'S FEES—MERCHANT SHIPPING (MERCANTILE MARINE FUND) ACT, 1898 (61 & 62 VICT. C. 44), s. 3, FIRST SCHEDULE.

Under a trust deed for securing an issue of debenture stock, a shipping company, owners of British ships registered at Plymouth, created and registered in the names of three trustees first mortgages over their ships and shares of their ships, each mortgage being registered at that port. One of the trustees having died, a new trustee was appointed to act jointly with the survivors. The mortgages were duly indorsed by the two surviving trustees with their names and that of the new trustee. Upon presentation of the indorsements the Registrar claimed fees for registering them as transfers of mortgages under section 3 of the Merchant Shipping (Mercantile Marine Fund) Act, 1898, and the First Schedule thereto.

Upon a petition of right to recover the fees paid under protest, Held, that section 3 of the Act of 1898 and the First Schedule must be read together, and as the Schedule extends "mortgage or transfer" in the section to mean "transfer of mortgage," the Registrar was entitled to the fees for registering the transfers of mortgages.

The suppliants sought repayment of £135 7s. 6d. paid by them under protest to the Registrar of British ships at Plymouth. They are the owners of British ships registered at Plymouth under the Merchant Shipping Act, 1894. Under a trust deed of 5th August, 1896, for the purpose of securing an issue of £300,000 debenture stock, the suppliants created and had registered in the names of the trustees first mortgages over ships and shares of these ships referred to in the trust deed. Each of the mortgages was recorded in the register book at the port pursuant to section 31 of that Act. On the death of one of the three trustees of the deed in 1915, a new trustee was appointed to act jointly with the survivors. At this date there were twenty-eight mortgages, and these were duly indorsed by the two surviving trustees with their names and that of the new trustee. Upon presentation of the indorsements to the Registrar, pursuant to section 37 of the Act, the Registrar claimed £135 7s. 6d. for fees as due under section 3 of the Merchant Shipping (Mercantile Marine Fund) Act, 1898, and the First Schedule thereto, and refused to register the indorsements unless that sum were paid. The suppliants paid under protest, and presented this petition to recover the same. The suppliants contended that the appointment of a new trustee, the indorsement of the mortgages, and the substitution of the name of the new trustee on the register was not a "transfer (including transmission)" or "mortgage" within section 3 of the Act of 1898; nor a "transfer of mortgage" within the First Schedule so as to make the fees payable under the authority of the section. The Crown contended that in each case there was a transfer of the mortgage within the meaning of the First Schedule. The Merchant Shipping (Mercantile Marine Fund) Act, 1898, provides (section 3) that: "Such fees shall be paid in respect of the registration, transfer (including transmission) and mortgage of British ships as the Board of Trade . . . determine, not exceeding those specified in the First Schedule to this Act. . . ." The First Schedule is headed: "Table of maximum fees to be paid on the registration, transfer and mortgage of ships," and it provides, in the part headed "Transfer and mortgage," as follows: "On transfer, transmission, registering anew, transfer of registry, mortgage, and transfer of mortgage, according to the gross tonnage represented by the ships or shares of ships transferred, &c. . . ."

BAILHACHE, J.—The statute under which the question arises is the Merchant Shipping (Mercantile Marine Fund) Act, 1898. Section 3 enacts [His lordship read the section:] The words which matter are: "Such fees shall be paid in respect of the registration, transfer (including transmission) and mortgage of British ships as the Board of Trade, with the consent of the Treasury, determine, not exceeding those specified in the First Schedule to this Act." The First Schedule is divided into two parts; the first deals with registration; the second with "transfer of mortgage"; and the Schedule runs on in this way: "On transfer, transmission, registering anew, transfer of registry, mortgage and transfer of mortgage." In this case there was undoubtedly a transfer of mortgage, but the suppliants contend that section 3 has no reference to the transfer of a mortgage, and that the real words of the statute have to be construed in their natural meaning. This Act obviously follows the Merchant Shipping Act, 1894, which deals with the registration, transfer and transmission and mortgage of ships, and in the section dealing with mortgages it deals with the transfer of a mortgage. If section 3 of the Act of 1898 stood alone, although it follows the lines of the Merchant Shipping Act, 1894, a great deal could be said for the suppliants' argument; but the Schedule deals in terms with "transfers of mortgages," and specifies the fees to be paid. It is agreed that I must read the section and the Schedule together, but it is argued for the suppliants that the section is a limiting and not a charging section; it limits the fees which the Board of Trade may charge; therefore it is said a permission cannot be found there to charge what is not chargeable under the section which brings the Schedule into operation. This is true, but it is not quite the question to be decided. This question is: What is the meaning in section 3 of the words "registration, transfer (including transmission) and mortgage of British ships," and when this section and the Schedule are read together it is

found that "mortgage" or "transfer," one or the other, is extended by the Schedule to mean "transfer of mortgage." In reason there is not the slightest ground why registration of mortgages should be subject to a fee, and transfer of mortgages on registration should not be so subject. One would involve the same amount of trouble as the other. So it is not surprising that the Schedule expressly refers to transfers of mortgages, and makes fees payable in respect of them, as well as of mortgages. The Registrar was right, and the petition must be dismissed.—COUNSEL, Ryde, K.C., and A. M. Latter, for the suppliants; Sir Gordon Hewart, S.G., and Given, for the Crown. SOLICITORS, Cattarns, Cattarns, & Harris; Solicitor of Customs and Excise.

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

Courts (Emergency Powers), England. SUPREME COURT AND COURTS OF SUMMARY JURISDICTION.

(Continued from p. 234.)

PART III.—RULES UNDER THE ACT (No. 2) OF 1916.

14. *Application under s. 3 of the Act (No. 2) of 1916.*—(1) Any application under Section 3 of the Act (No. 2) of 1916 in respect of land in England or Wales shall be made to the Chancery Division of the High Court of Justice, or in the case of land within the jurisdiction of the Court of Chancery of the County Palatine of Lancaster may be made (as an alternative) to that Court.

(2) The application shall be by way of originating summons, and shall be dealt with in accordance with the practice of the Court applied to.

(3) The Respondents to the application shall in the first instance be the persons or some or one of the persons interested in the adjoining premises in respect of which there is danger of a right to light being acquired by prescription, but the Court may at any time direct the addition of any other Respondent or Respondents.

(4) Any originating summons under this Rule may be in the form or to the effect of Form 9 in the Schedule to these Rules, and the Respondents shall not be required to enter any appearance thereto and, accordingly Rule 4 E of Order LIV. of the Rules of the Supreme Court, as well as the general practice of the Court, shall apply thereto.

PART IV.—RULES UNDER THE ACT OF 1917.

15. *Application under s. 1 of the Act of 1917.*—(1) Any application for relief under Section 1 of the Act of 1917 may be made either to the Chancery Division or to the King's Bench Division of the High Court, and shall be made by way of originating summons.

(2) Any application made to the Chancery Division by way of originating summons shall be dealt with according to the ordinary practice of that Division with regard to originating summonses.

(3) Any application made to the King's Bench Division by way of originating summons shall come before a Master or a District Registrar in the first instance, and shall in general be dealt with according to the practice of that Division. It may be referred to the Judge or a Divisional Court at any stage of the proceedings or during the hearing, or may by leave or order of the Judge taking the Commercial List be heard by him or transferred to that list.

(4) The proceedings on any application may be transferred from either division to the other subject to the consent of the President of the division to which the transfer is proposed to be made.

(5) Any originating summons under this Rule may be in the form or to the effect of Form 10 in the Schedule to these Rules, and shall provide for the entering of appearance by the defendant.

16. Where an action is commenced or other proceeding taken in respect of a contract to which Section 1 of the Act of 1917 applies, the relief under that section may be claimed by way of defence or counterclaim or by way of ordinary summons in such action or other proceeding, and any such summons shall be intitled in the matter of the Courts (Emergency Powers) Act, 1917, as well as in the action or proceeding in question, and in the King's Bench Division may be dealt with by a Master or District Registrar.

PART V.—GENERAL.

17. *Power to hear in private.*—The Court may at any stage of the proceedings on an application under any of the Acts order that the case shall thenceforward be heard in private.

18. *Power to revoke or vary orders.*—Any order made under any of the Acts or these rules may, should subsequent circumstances render it just so to do, be suspended, discharged, or otherwise varied or altered on application by summons to the Court which made such order.

19. *Service of proceedings.*—In any case where any debtor or other party to any proceedings under any of the Acts or these Rules is absent or abroad, or cannot be found, or it is uncertain whether he is alive or dead, or it is otherwise difficult to serve him, the Court may proceed on such notice or intimation (if any) of the proceedings whether to any other person or by advertisement or otherwise as the Court shall in its absolute discretion think fit. And the provisions of this Rule shall be in addition to and by way of extension and enlargement of the ordinary powers and practice of the Court as to proceeding *ex parte* and as to substituted service.

20. *Address for service.*—In the course of any proceedings under the Acts or these Rules in which a debtor or other party has not to enter an appearance at the Central Office, he may be requested at any time by the creditor or other party, or on any attendance by himself or his solicitor before a Judge or Master may be required, to furnish an address to which summonses, notices or other documents may be sent by post. And any summons, notice or document subsequently posted in a prepaid envelope directed to the debtor at that address (or to any address substituted by him therefor by notification in writing) shall, unless otherwise ordered, be deemed to have been duly served at the time when such envelope would have reached the address in the ordinary course of post. The request to furnish such an address may be sent at the same time and together with the originating summons.

21. *Ordinary practice of Court to be followed.*—The proceedings on any application under any of the Acts shall, so far as not expressly provided for by these rules, be conducted in accordance with the ordinary practice of the Court to which the application is made in dealing with similar matters.

22. *Costs.*—The costs of any application under any of the Acts shall be in the absolute discretion of the Court; and the Court may, if it thinks fit, fix the amount of the costs, and direct that they shall be payable forthwith.

23. *Fees.*—(1) The following fees shall be payable under these Rules in respect of any application under the Principal Act or under Section 3 of the Act (No. 2) of 1916, or under any application by way of ordinary or originating summons under Section 1, sub-section (1) or (2) of the Act of 1917, that is to say:—

	s.	d.
On any summons in the High Court	2	6
On the amendment of any such summons	1	0
On any order in the High Court	2	6
On any summons in a Court of Summary Jurisdiction	1	0

(2) Except as above provided such fees, if any, shall be payable on any proceeding under any of the Acts as would be payable according to the ordinary practice of the Court dealing with the application.

(3) The Court dealing with any application under any of the Acts may remit or excuse in whole or in part any Court fees paid or payable under this rule.

24. *Rules, &c., annulled.*—The following rules and directions are hereby annulled so far as the same apply to the Supreme Court of Judicature in England, viz.:—

The Courts (Emergency Powers) Rules, 1914, and the rules adding to or amending the same dated the 18th September, 1914, and the 15th February, 1915.

The Courts (Emergency Powers) (No. 2) Rules, 1916.

Directions dated the 5th June, 1916, the 9th August, 1916, made by the Lord Chancellor under the Courts (Emergency Powers) Acts, 1914-1916.

24. *Short title and commencement.*—These rules may be cited as the Courts (Emergency Powers) Consolidated Rules, 1918, and shall come into operation forthwith.

Dated the 11th January, 1918.

(Signed) FINLAY, C.

We, the undersigned, two of the Commissioners of His Majesty's Treasury, do hereby, with the consent of the Lord Chancellor, order that the several fees specified in Rule 23 of the foregoing Rules shall be taken on the proceedings therein mentioned in lieu of all other fees on the proceedings therein set forth.

(Signed) J. W. PRATT.
JAMES PARKER.

I concur in the above order as to fees.

(Signed) FINLAY, C.

The 11th day of January, 1918.

SCHEDULE.

No. 1.

Form of Note to be indorsed on notices, summonses and applications under Section 1 (1), paragraph (a).

"Under the Courts (Emergency Powers) Act, 1914, execution on or enforcement of any judgment or order herein may be stayed if the Court is of opinion that you are unable immediately to make the payment thereby directed by reason of circumstances attributable directly or indirectly to the present war. And, further, by the Courts (Emergency Powers) (Amendment) Act, 1916, and the Courts (Emergency Powers) Act, 1917, if you are an officer or man of His Majesty's Forces the provisions of the Principal Act are applied to any sum of money due or payable in pursuance of a contract made before the 11th April, 1916, or before you joined His Majesty's Forces, and such execution or enforcement may be stayed in the discretion of the Court even though your inability to pay is not due to circumstances attributable directly or indirectly to the present war. In either case it is for you to satisfy the Court that a stay should be granted."

No. 2.

Form of Note to be indorsed on summonses or applications under Section 1 (1), paragraph (b).

"The Courts (Emergency Powers) Act, 1914, provides that during its operation certain remedies for the payment or recovery of money

(including the remedy above mentioned) are not to be exercised except on an application to the Court, and that the Court may in its discretion defer the exercise of such remedies for such time and subject to such conditions as the Court thinks fit, if of opinion that the inability to make payment is due to circumstances attributable directly or indirectly to the present war. Further, by the Courts (Emergency Powers) (Amendment) Act, 1916, and the Courts (Emergency Powers) Act, 1917, in the case of any officer or man of His Majesty's Forces the provision of the Principal Act are applied to any sum of money payable in pursuance of a contract made before the 11th April, 1916, or before such officer or man joined His Majesty's Forces, and the discretion of the Court may be exercised even though the inability to pay may not be due to circumstances attributable directly or indirectly to the present war. If you desire to take advantage of either of these Acts you should attend by yourself or your solicitor and satisfy the Court that its discretion should be exercised in your favour."

No. 3.

Form of Application under Section 1 (1), paragraph (a).

In the High Court of Justice.

Division. 19, No.

Mr. Justice

[or Master

Master in Chambers].

Between

and

Plaintiff,

Defendant.

Let all parties concerned attend at the Chambers of Mr. Justice, in Room No. [or the Master in Chambers, Central Office], Royal Courts of Justice, Strand, London, on day the day of 19, at o'clock in the noon on the hearing of an application under the Courts (Emergency Powers) Acts, 1914-1917, for leave of the Court to proceed to execution or otherwise for the enforcement of (here set out the particulars of the judgment or order on which it is sought to issue execution or which it is sought to enforce).

Dated the day of 191.

Solicitor for

To

the Solicitor for the

NOTE.—The Note in the form No. 1 supra must here be set out at length.

No. 4.

Form of Notice and Counter-Notice under Section 1 (1), paragraph (a). In the High Court of Justice.

19, No.

Division.

(If in Chancery Division add name of Judge.)

In the Matter of the Courts (Emergency Powers) Acts, 1914 to 1917.

Between

and

Plaintiff,

Defendant.

To the defendant,

Take Notice that on the occasion of the making of any judgment or order herein for the payment or recovery of a sum of money I (we) intend to make, without any further notice or on such notice only (if any) as may be rendered necessary by the counter-notice hereinafter mentioned, an application to the Court under the Courts (Emergency Powers) Acts, 1914 and 1916 and 1917, for leave of the Court to proceed to execution on or otherwise for the enforcement of any such judgment or order.

If you desire to defend the action you should enter an appearance in the action as directed by the Writ of Summons.

But if, while not desiring to defend the action, you wish to avail yourself of the protection afforded by the said Courts (Emergency Powers) Acts, you should, instead of entering an appearance, fill up, sign and detach the subjoined form of counter-notice stating your desire to avail yourself of the said protection, and giving a postal address at which notices may be sent to you, and should either file such counter-notice at the Central Office (Room No. 70 or 71), or send it by post to the Senior Clerk, Writ Department, Central Office, Royal Courts of Justice, London, W.C. 2 [in the case of an action in a District Registry substitute the address of the Registry], so that in either case it may be received there within 8 days after the service of this notice on you inclusive of the day of such service, or such other time as may be fixed for appearance.

Should you fail to fill up, sign and file or send by post as aforesaid the said counter-notice, it will be assumed that you have no ground under the said Act for opposing the enforcement of any judgment or order obtained in the action, and the Court may give leave to enforce the same on an *ex parte* application and without any further notice. But should you fill up, sign and file or send by post as aforesaid the said counter-notice there will be posted to you at the address stated in the counter-notice two days previously at least notice of any application that may be made for leave to enforce any judgment or order obtained in the action.

NOTE.—The Note in the form No. 1 supra must here be set out at length.

(Signed) (signature and address of plaintiff's Solicitor, or of plaintiff if suing in person.)

Dated

Counter-Notice (Courts (Emergency Powers) Rules, 1914).
In the High Court of Justice.

Division. 19 , No. .
 (If in Chancery Division add name of Judge.)
 Between and Plaintiff,
 and Defendant.

Take Notice that I (or We) (giving name) defendant in this action, while not entering an appearance in or defending the action, desire to take advantage of the provisions of the Courts (Emergency Powers) Acts, 1914 to 1917, to prevent the enforcement of any judgment or order that may be made against me (us) for the payment or recovery of a sum of money. And I (we) give the postal address following, namely (add postal address) :— as the postal address to which should be sent any notice of application under the said Act for leave to enforce such judgment or order.

Dated

(Signed) (signature of defendant).

N.B.—This notice is to be filed at the Central Office (Room 70 or 71) or sent by post to the Senior Clerk, Writ Department, Central Office, Royal Courts of Justice, London, W.C. 2 [in the case of an action in a District Registry substitute the address at the Registry], within 8 days after service of this notice on you, inclusive of the day of such service, or such other time as may be fixed for appearance.

No. 5.

Form of Notice of Application under Section 1 (1), paragraph (a).

Take notice that on the hearing of the above application [or of the application of which notice is given to you herewith or was given to you on the day of 191] the plaintiff intends to make, without any further notice, an application under the Courts (Emergency Powers) Acts, 1914-1917, for an order that there be no stay of execution or otherwise on the judgment [or order] applied for.

The above notice may be embodied in a summons or notice of motion or other application or may be given separately. In the latter case it should be intitled in the action or matter and in the matter of the Courts (Emergency Powers) Acts, 1914-1917, and addressed to the debtor and dated and signed. In either case the Note No. 1 supra must be set out at length at the foot of the document containing the notice.

No. 6.

Notice to be served with garnishee order nisi or charging order nisi or summons for receiver.

In the High Court of Justice.

Division. 19 , No. .
 In the Matter of the Courts (Emergency Powers) Acts, 1914-1917.
 Between A.B., Plaintiff,
 and C.D., Defendant.

To the above named C.D. [and to E.F. (the garnishee)].

Take notice that on the hearing of the garnishee order nisi [or charging order nisi or summons for the appointment of a receiver] which is served herewith [or which was served on you on the day of 19], the above-named plaintiff [or as the case may be] intends to apply under the Courts (Emergency Powers) Acts, 1914-1917, for an order that he be at liberty to proceed to the enforcement of the judgment given [or order made] in this action on the day of 19 , and of any order made on such garnishee order nisi [or charging order or summons].

And further take notice that if you have any cause to shew why an order should not be made according to the said intended application you must appear at the time and place named in the said order nisi [or summons] and shew such cause accordingly.

Dated the day of 19 .

(Signed)

The above-named plaintiff [or solicitor for the above-named plaintiff or as the case may be].

NOTE.—The Note in the form No. 1 supra must here be set out at length.

No. 7.

Form of Originating Summons under Section 1 (1), paragraph (b), Chancery Division.

In the High Court of Justice.
 Chancery Division.

19 , No. .

Mr. Justice
 In the Matter of the Courts (Emergency Powers) Acts, 1914 to 1917,
 and
 In the Matter of the application of (full name of applicant)
 and
 In the Matter of an Indenture of (state short particulars of Deed or other document under which applicant desires to enforce his right) made the between

Let

of

attend at the Chambers of Mr. Justice , Room No. , Royal Courts of Justice, Strand, London, at the time specified in the margin hereof on the hearing of an application on the part of of

that notwithstanding the provisions of section 1 sub-section 1 (b) of the first of the above-mentioned Acts the applicant may be at liberty (strike out immaterial paragraphs) to exercise the following remedy for enforcing the payment or recovery of money or in default of such payment or recovery that is to say :—

to levy a distress for rent amounting to £ on the property situate and known as in the County of

or, to take, resume or enter into possession of the property situate and known as in the County of comprised in the above-mentioned Indenture of Mortgage.

or and to appoint a receiver of the rents and profits of the property situate and known as in the County of comprised in the above-mentioned Indenture of Mortgage.

or to institute proceedings for foreclosure, or for sale in lieu of foreclosure in respect of the property comprised in the above-mentioned Indenture of Mortgage.

and, or to exercise any right or power he may have as Mortgagee under the above-mentioned Indenture of Mortgage for the purpose of realizing such security.

or to forfeit the deposit of £ made by the Respondent on the occasion of his entering into the above-mentioned contract.

Dated the day of 191 .

This summons was taken out by

of

[Agent for

of

Solicitor for the applicant.]

NOTE.—The Note in the form No. 2 supra must here be set out at length.

FURTHER NOTE.—It will not be necessary for you to enter an appearance at the Central Office, but if you do not attend either in person or by your Solicitor at the time and place above mentioned (or at the time mentioned in the endorsement hereon) such order will be made and proceedings taken as the Judge may think just and expedient.

No. 8.

Form of Originating Summons under Section 1 (1), paragraph (b)—King's Bench Division.

In the High Court of Justice.

King's Bench Division.

Master

In the Matter of the Courts (Emergency Powers) Acts, 1914-1917.

Between A.B., Applicant.

and

C.D., Respondent.

Let of (name and address of respondent) attend the Master in Chambers at the Central Office, Royal Courts of Justice, Strand, London, on day the day of 19 , at o'clock in the noon on the hearing of an application on the part of of (name and address of applicant) that

notwithstanding the provisions of Section 1, sub-section 1 (b), of the above-mentioned Act of 1914 the applicant may be at liberty to exercise the following remedy for enforcing the payment or recovery of money or in default of such payment or recovery, that is to say :—

May be at liberty to (strike out what is not required) levy a distress for rent amounting to £ on property situate at

or (2) to take, resume or enter into possession of property situate at

or (3) to forfeit a deposit of £ made on occasion of (state nature of contract or as the case may be).

Dated the day of 19 .

This summons was taken out by

of

solicitor for

To

NOTE.—The Note in the form No. 2 supra must here be set out at length.

FURTHER NOTE.—It will not be necessary for you to enter an appearance at the Central Office, but if you do not attend either in person or by your solicitor at the time and place above mentioned such order will be made and proceedings taken as the Judge may think just and expedient.

No. 9.

Originating Summons under the Courts (Emergency Powers) (No. 2) Act, 1916.

In the High Court of Justice.

Chancery Division.

Mr. Justice

In the Matter of the Courts (Emergency Powers) (No. 2) Act, 1916,

And in the Matter of the following land, namely,

(hereinafter called the apprehended servient land).

Let of
being the owner of the premises following, adjoining or neighbouring to
the apprehended servient land, namely,

(which premises are hereinafter called the apprehended dominant premises) attend at the Chambers of Mr. Justice
Room No. [or the Justice in Chambers at the Central Office]
Royal Courts of Justice, on day the day of
19, at o'clock in the noon on the hearing of an
application of of
the owner of the apprehended servient land for an order under Section 3
of the Courts (Emergency Powers) (No. 2) Act, 1916, that a period
commencing not earlier than the 25th day of May, 1916, and ending not later
than 6 months after the termination of the present war or some less
period shall be excluded in computing the period for the enjoyment of
light required for the purpose of the apprehended dominant premises
obtaining under the Prescription Act, 1832, or otherwise a prescriptive
right of light over the apprehended servient land.

NOTE.—It will not be necessary for you to enter an appearance in
the Central Office, but if you do not attend either in person or by your
solicitor at the time and place above mentioned, such order will be made
and proceedings taken as the Court may think just and expedient.

No. 10.

Originating Summons under the Courts (Emergency Powers) Act, 1917,
Section 1.

In the High Court of Justice.

Division.

(If in Chancery Division add the name of Judge.)

In the Matter of the Courts (Emergency Powers) Act, 1917,

And in the Matter of a contract dated and

made between (give dates and parties).

Between

and

Plaintiff,

Defendant.

Let of
in the County of within eight days after service
of this summons on him inclusive of the day of service cause an appearance
to be entered for him to this summons which is issued upon the
application of of
in the County of who claims to be interested
under the above-mentioned contract for the relief following pursuant to
Section 1, sub-section 1 [or sub-section (2)] of the Courts (Emergency
Powers) Act, 1917, namely, that the above-mentioned contract may be
suspended or annulled or any proceedings for the enforcement thereof
stayed (state shortly the relief sought).

Dated the day of 19 of
This summons was taken out by
Solicitor for the above named

The Defendant may appear hereto by entering appearance personally
or by solicitor at the Central Office, Royal Courts of Justice.

NOTE.—If the Defendant does not enter appearance within the time
and at the place above mentioned, such order will be made and pro-
ceedings taken as the Court may think just and expedient.

War Orders and Proclamations, &c.

The London Gazette of 18th January contains the following :—

1. A Proclamation, dated 16th January, relating to Trading with
the Enemy (Fire Insurance) and Licence, dated 17th January (both
printed below).

2. A Proclamation, dated 16th January (printed below), relating to
Importation into the United Kingdom.

3. An Order in Council, dated 16th January (printed below), making
new Defence of the Realm Regulations.

4. An Order in Council, dated 16th January (printed below), apply-
ing the Military Service (Conventions with Allied States) Act, 1917,
to the Kingdom of Italy.

5. An Order in Council, dated 18th January, varying the Statutory
List under the Trading with the Enemy Amendment Act, 1916. Addi-
tions are made as follows :—Argentina, Paraguay and Uruguay (2);
Brazil (17); Central America (1); Chile (9); Iceland and Faroe Islands
(1); Liberia (2); Morocco (1); Netherlands (9); Netherland East Indies
(5); Norway (4); Spain (28); Venezuela (1). There are also a number
of removals from and variations in the List, and the usual notices are
appended (see ante, p. 10). A List (The Consolidating List, No. 41A)
consolidating all previous Lists was published on 7th December, 1917,
which together with Lists Nos. 42, 43 and 44 of the 21st December,
1917, 4th January and 11th January, 1918, respectively, and the present
List contains all the names which up to this date are included in the
Statutory List.

6. A Foreign Office (Foreign Trade Department) Notice, dated 18th
January, that certain additions or corrections have been made to the
list published as a supplement to the London Gazette of 27th November,
1917, of persons to whom articles to be exported to China and Siam
may be consigned.

7. The Paper Restriction (Posters and Circulars) Order, 1918, dated
15th January, made by the Board of Trade (printed below).

8. The Midlands District Ironstone Control Order, 1918, dated 18th
January, made by the Minister of Munitions (printed below).

9. Notices that the following Orders have been made by the Food
Controller :—

The Oats Products (Retail Prices) Order, 10th November, 1917,
as amended by the Oats Products (Postponement of Date) Order,
1917, and the Oats Products (Retail Prices) Order No. 2, 1917
(ante, p. 236).

The Sugar Order, No. 2, 11th December, 1917 (ante, p. 196).

The Bacon, Ham and Lard (Provisional Prices) Order, 1917
(Authority under, 13th December (ante, p. 196).

The Food Control Committee's (Margarine Requisition) Order,
20th December, 1917 (ante, p. 196).

The Margarine (Registration of Dealers) Order, 21st December,
1917 (ante, p. 200).

The Meat (Maximum Prices) Order, No. 3, 22nd December, 1917
(ante, p. 201).

The British Cheese Order, 21st December, 1917 (ante, p. 202).

The Mangels and Swedes (Prices) (Ireland) Order, 22nd Decem-
ber, 1917 (ante, p. 201).

The Potatoes Order, 1917 (General Direction under, 24th Decem-
ber (ante, p. 202).

The Sugar (Rationing) Order, 1917 (Notice under, 31st Decem-
ber) (ante, p. 236).

The Ice Cream (Restriction) Order, 1917 (General Licence under,
2nd January) (ante, p. 236).

Economy of Shop Lighting (Derby Area) Order, 4th January,
1918.

The Whiskey (Restriction on Sales) Order, 5th January, 1918.

Order, 1st January, 1918, as to Safety Rules for Depots of the
Central Stores, Department of the Ministry of Munitions.

The Cattle Feeding Stuffs (Committees) Order, 21st December,
1917 (ante, p. 197).

The Milk Amendment Order, 21st December, 1917 (ante, p. 199).

The Cattle (Sales) Order, 24th December, 1917 (ante, p. 202).

The Intoxicating Liquor (Output and Delivery) Order, No. 5,
24th December, 1917 (ante, p. 216).

The Ice Cream (Restriction) Order, 29th December, 1917.

The Butter (Ireland) Order, 3rd January, 1918 (printed below).

The Cattle Feeding Stuffs (Priority Supply) Order, 4th January,
1918 (printed below).

The Rabbits (Prices) Order, 4th January, 1918 (printed below).

The London Gazette of 22nd January contains the following :—

10. An Order in Council, dated 22nd January, further amending the
Proclamation, dated the 10th day of May, 1917, and made under Sec-
tion 8 of the Customs and Inland Revenue Act, 1879, and Section 1 of
the Exportation of Arms Act, 1900, and Section 1 of the Customs
(Exportation Prohibition) Act, 1914, whereby the exportation from
the United Kingdom of certain articles to certain or all destinations
was prohibited. A number of articles are placed in Class (A), the ex-
port being thus prohibited to all destinations. These include Asphalt;
Ammonia in various forms; Motor Cars of thirty horse-power and
over; certain Small Tools; and Wine.

11. Foreign Office Notices, dated 18th and 19th January (printed
below) as to Cargoes ex Enemy Vessels in Brazilian and Portuguese
Ports.

12. The Spelter Control (Amendment) Order, 1918, made by the
Minister of Munitions (printed below).

13. An Admiralty Order, dated 16th January (printed below) as to
Lights on British Merchant Vessels.

14. The Goat Skins (Prices) Order, 1918, made by the Army Council,
and Requisition thereunder (both printed below).

15. A Notice that the following Orders have been made by the Food
Controller :—

The Meat (Maximum Prices) Order, 1917 (General Licence under,
24th December) (printed below).

The Sugar Order, 1917 (General Licence under, 4th January)
(printed below).

The Bread (Use of Potatoes) Order, 1918 (General Notice under,
8th January) (printed below).

The Sugar Order (Ireland), 24th December, 1917.

The British Onions Order, 24th December, 1917 (ante, p. 202).

16. An Admiralty Notice to Mariners, dated 19th January. No. 102
of the year 1918 (cancelling No. 8 of 1918, relating to England, South-
East Coast: Dover Channel.—Light-buoys established; traffic regula-
tions. Further light-buoys have been moored in the Dover Channel
off Folkestone.

A Proclamation

RELATING TO TRADING WITH THE ENEMY.

Whereas it is advisable to amend Our Proclamation of the 23rd day of May, 1916, called "The Trading with the Enemy (Statutory List) Proclamation, 1916, No. 3:"

Now, therefore, We have thought fit, by and with the advice of Our Privy Council, to issue this Our Royal Proclamation declaring, and it is hereby declared, as follows:—

1. As from the date hereof there shall be inserted in Paragraph 5 (a) of the Trading with the Enemy (Statutory List) Proclamation, 1916, No. 3, next after the words "Marine Insurance" the words "or of Fire Insurance."

2. As from the date hereof there shall be added, next after Paragraph 5 (a) of Our said Proclamation, the following paragraph:—

"(aa) Any person or body of persons, incorporated or unincorporated, resident, carrying on business, or being in the United Kingdom, from re-insuring for any Company or Firm, who is engaged in any non-enemy country in the business of Fire Insurance, and is not an Enemy Company or Firm, or the branch of an Enemy Company or Firm, or mentioned in the Statutory List, any fire risk insured by that Company or Firm for any person or body of persons mentioned in the Statutory List, if and so far as the re-insurance of such risk is obligatory under the conditions of any Treaty or Contract of Re-insurance current on the 31st day of December, 1917, or under the conditions of any renewal or revision of a Treaty or Contract of Re-insurance so current, if such renewal or revision has been approved by the Controller of the Foreign Trade Department of the Foreign Office;"

3. As from the date hereof there shall be added, next after Paragraph 5 of Our said Proclamation the following Paragraphs:—

"6. Where by any Proclamation for the time being in force any paragraphs, or words are directed to be added to, or omitted from, this Proclamation, or to be substituted for any other paragraphs or words in this Proclamation, or where by any Proclamation, or Order of Council, for the time being in force any variation in, or addition to, the Statutory List is made, copies of this Proclamation, printed under the authority of His Majesty's Stationery Office after such direction takes effect, or after such variation or addition is made, may be printed with the paragraphs or words added, or omitted, or substituted for other paragraphs or words, as such direction requires, or with such variation in, or addition to, the Statutory List; and this Proclamation shall be construed as if it had, on the date at which such direction takes effect, or variation or addition is made, been issued with such addition, omission, substitution or variation as such direction, variation or addition requires, and with the paragraphs thereof numbered in accordance with such direction."

"7. A reference in any Order in Council, or other document, to this Proclamation, or to the Statutory List shall, unless the context otherwise requires, be construed to refer to this Proclamation, or to the Statutory List as amended by any Proclamation or Order of Council for the time being in force."

4. As from the date hereof Paragraph 6 of Our said Proclamation shall be numbered 8, and the figures and letters "1916, No. 3" omitted therefrom.

5. This Proclamation shall be read as one with the Trading with the Enemy (Statutory List) Proclamation, 1916, No. 3.

16th January.

Licence to British Insurance Companies engaged in non-Enemy countries in the business of Insurance to fulfil, complete and carry into effect Fire Insurance Contracts made in such countries prior to the Sixteenth day of January, 1918, with, or through the agency of, any person or body of persons mentioned in the Statutory List.

TO ALL WHOM IT MAY CONCERN.

I, Ernest Murray Pollock, a Knight Commander of the Most Excellent Order of the British Empire, one of His Majesty's Counsel, a Member of the Commons House of Parliament, Controller of the Foreign Trade Department of the Foreign Office, in pursuance of the authority given me in this behalf by His Majesty's Principal Secretary of State for Foreign Affairs, hereby, on behalf of His Majesty, give and grant unto every person or body of persons, incorporated or unincorporated, resident, carrying on business, or being in the United Kingdom, who, being engaged in any non-enemy country in the business of Insurance, did in that country prior to the 16th day of January, 1918, make any contract of Fire Insurance with, or through the agency of, any person or body of persons mentioned in the Statutory List of persons, with whom trading is forbidden by any Proclamation issued under the Trading with the Enemy (Extension of Powers) Act, 1915, full licence and authority to have commercial intercourse, and to transact all necessary business with regard to such contract and to all matters arising thereout, with, and to receive and to pay all sums of money payable under such contract from, or to, the person or body of persons with whom such contract has been made, and generally to do all things necessary for fulfilling, completing and carrying into effect such contract, in as full and ample a manner as if permission to carry on the business of fire insurance with, or through the agency of, any person or body of persons

mentioned in the Statutory List had not been withdrawn by the Trading with the Enemy (Statutory List) Proclamation issued on the 16th day of January, 1918.

Foreign Trade Department.
17th January, 1918.

ERNEST M. POLLOCK.

A Proclamation

RELATING TO THE IMPORTATION OF CERTAIN ARTICLES INTO THE UNITED KINGDOM.

[Recitals.]

As from and after the date hereof, subject as hereinafter provided, the importation into the United Kingdom of the following goods is hereby prohibited, viz.:—

Antimony ore; antimony, crude and regulus; and antimony sulphide.

Carpets and rugs of all descriptions not otherwise prohibited.

Provided always, and it is hereby declared, that this prohibition shall not apply to any such goods which are imported under licence given by or on behalf of the Board of Trade, and subject to the provisions and conditions of such licence.

Orders in Council.

NEW DEFENCE OF THE REALM REGULATIONS.

[Recitals.]

It is hereby ordered, that the following amendments be made in the Defence of the Realm Regulations:—

Working for Petroleum.

1. After Regulation 2AA the following regulation shall be inserted:—

"2AAA. With a view to developing as economically and expeditiously as possible any supply of petroleum which may exist in strata in the United Kingdom, it shall be lawful for the Board of Trade or the Minister of Munitions or any person authorized by them or him, but for no other person, to search and bore for and get petroleum, and the Board of Trade or Minister of Munitions or a person so authorized for the purposes aforesaid may enter on or take possession of any land and sink wells and construct other works thereon.

"If any person searches or bores for or gets petroleum in contra-

W. WHITELEY, LTD.

AUCTIONEERS,

EXPERT VALUERS AND ESTATE AGENTS,

QUEEN'S ROAD, LONDON, W. 2.

VALUATIONS FOR PROBATE,

ESTATE DUTY, SALE, FIRE INSURANCE, ETC.

AUCTION SALES EVERY THURSDAY,

VIEW ON WEDNESDAY,

IN

LONDON'S LARGEST SALEROOM.

'PHONE NO.: PARK ONE (40 LINES). TELEGRAMS: "WHITELEY LONDON."

vention of this provision he shall be guilty of a summary offence against these regulations.

"For the purposes of this regulation petroleum means all petroleum and its relative hydrocarbons, (excluding coal and shales), and natural gas existing in their natural conditions in strata, but does not include natural gas set free in the course of mining or other lawful operations."

Communication with Enemy Agents.

2. For Regulation 18a the following regulation shall be substituted :—

"18a. Where a person without lawful authority or excuse either within or without the United Kingdom has been in communication with or has attempted to communicate with an enemy agent, and is subsequently found within the United Kingdom, he shall be guilty of an offence against these regulations unless he proves that he did not know and had no reason to suspect that the person with whom he so communicated or attempted to communicate was an enemy agent."

"For the purposes of this regulation, but without prejudice to the generality of the foregoing provision :—

(a) a person shall unless he proves the contrary be deemed to have been in communication with an enemy agent if

(i) he has either within or without the United Kingdom visited the address of an enemy agent or consorted with an enemy agent; or

(ii) either within or without the United Kingdom the name or address or any other information regarding an enemy agent has been found in his possession or has been supplied by him to any other person or has been obtained by him from any other person;

(b) the expression 'enemy agent' includes any person who is, or has been, or is reasonably suspected of being or having been, employed by the enemy either directly or indirectly for the purpose of committing an act either within or without the United Kingdom which if done within the United Kingdom would be a contravention of these regulations, or who has, or is reasonably suspected of having, either within or without the United Kingdom, committed or attempted to commit such an act with the intention of assisting the enemy;

(c) any address, whether within or without the United Kingdom, reasonably suspected of being an address used for the receipt of communications intended for the enemy, or any address at which an enemy agent resides or to which he resorts, shall be deemed to be the address of an enemy agent, and communications addressed to such an address to be communications with an enemy agent."

Navigation.

3. Regulation 37 shall be amended by the substitution for the words "This regulation" of the following words :—

"(2) The Admiralty may make regulations for the purpose of providing for the better security of vessels, and if any person, being a person required by any of the provisions of any such regulations to do or abstain from doing any act, fails to comply with those provisions he shall be guilty of an offence against these regulations :—

"(3) This regulation."

Shipping Trade.

4. Regulation 39d shall be amended as follows :—

(1) By the substitution for the words "Board of Trade," wherever those words occur, of the words "Shipping Controller."

(2) By the substitution for the words "any agreement" and the words "an agreement" of the words "any contract or agreement."

Restriction on Sailings.

5. After Regulation 39d the following regulation shall be inserted :—
- "39dd. (1) Except under and in pursuance of a licence granted by the Shipping Controller—

(a) No British ship, being a ship registered in the United Kingdom and being if a steamer of not less than five hundred tons gross tonnage and if a sailing ship of not less than one thousand tons gross tonnage, shall proceed to sea on any voyage whatsoever :

(b) No British ship whatsoever shall proceed to sea from any port in the United Kingdom :

(c) No ship whatsoever shall proceed to sea on a voyage from any port in the British Islands to any other port in the British Islands.

(2) A licence under this regulation may be granted in respect of ships of any class or voyages of any class or in respect of any special ship or any special voyage, and may be granted so as to be in force for any time and subject to any terms or conditions specified therein.

(3) If any ship obtains, or attempts to obtain, clearance outwards for the purpose of proceeding, or attempts to proceed, or proceeds, to sea in contravention of this regulation, or if in the case of any ship there is a failure to comply with any terms or conditions contained in a licence granted under this regulation in respect of that ship, the master thereof and the owner, or, if the ship is subject to a time charter, the charterer thereof shall be guilty of an

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G. H. MAYNE, Secretary.

offence against these regulations, and if the ship is at the time of the commission of the offence, or is subsequently at any time found, at any port of, or within the territorial waters adjacent to, the United Kingdom it may be detained in the same manner as if it were a ship liable to be detained under the Merchant Shipping Acts, 1894 to 1916.

(4) In this regulation the expressions 'ship' and 'British ship' have the same meaning as in the Merchant Shipping Acts, 1894 to 1916, and the expression 'charterer' means the charterer at whose disposition the ship is for the time being held.

(5) This regulation shall come into force on the first day of February, nineteen hundred and eighteen."

Interference with Military Duties.

6. For Regulation 43a the following regulation shall be substituted :—

"43a. If any person obstructs, impedes, or otherwise interferes with, any member of any of His Majesty's Forces in the execution of his duties, he shall be guilty of an offence against these regulations."

16th January.

MILITARY SERVICE (CONVENTIONS WITH ALLIED STATES) ACT, 1917.

Whereas by the Military Service (Conventions with Allied States) Act, 1917, it is provided that His Majesty may by Order in Council, signifying that a convention or agreement has been made with an allied country which imposes a mutual liability to military service on British subjects in that country and subjects of that country in the United Kingdom, direct that the said Act shall have effect with respect to that allied country, but that no such Order in Council shall be made unless the following conditions are fulfilled, that is to say :—

(a) Unless the convention or agreement secures to His Majesty's Ambassador or other public Minister in the allied country power to grant to British subjects in that country exemption from military service;

(b) Unless the convention or agreement contains provisions to the effect that British subjects in the allied country and subjects of the allied country in the United Kingdom shall before being liable to military service have an opportunity if they make an application for the purpose of returning to the United Kingdom or the allied country, as the case may be :

and it is further provided that no such Order in Council shall be made until the expiration of thirty days from the date on which the convention or agreement is laid before Parliament :

And whereas an agreement dated the eleventh day of December, nineteen hundred and seventeen, has been concluded between His Majesty's Government and the Royal Italian Government respecting the liability to military service of British subjects in Italy and Italian subjects in Great Britain, and the said agreement complies with the conditions aforesaid :

And whereas the said agreement was laid before Parliament on the eleventh day of December, nineteen hundred and seventeen :

Now, therefore, His Majesty is pleased, by and with the advice of His Privy Council, to signify, and it is hereby signified, that such an agreement as is mentioned in the said Act has been made with the Kingdom of Italy, and His Majesty is further pleased, by and with the like advice, to direct, and it is hereby directed, that the said Act shall have effect with respect to the Kingdom of Italy and Italian subjects.

16th January.

Foreign Office Notices.

CARGOES EX GERMAN VESSELS IN BRAZILIAN PORTS.

With reference to the notification which was published in the London Gazette of December 28th last, His Majesty's Minister at Rio de Janeiro now reports by telegraph that the warehouse charges on cargo discharged from these vessels have been finally fixed at 16 per cent. on ordinary cargo and 32 per cent. on cargo classed "Sobre-Agua" in the Brazilian Customs tariff.

His Majesty's Minister adds that these charges will hold good until the end of February, by which time the local representative of the cargo-owners estimates that all cargo for transshipment will have been cleared.

18th January.

CARGOES EX ENEMY VESSELS IN PORTUGUESE HARBOURS.

With reference to the notification which was published in the London Gazette of the 14th ult., respecting the release of allied and neutral merchandise found on enemy vessels in Portuguese harbours, His Majesty's Minister at Lisbon reports that the Portuguese Official Gazette of December 29 last publishes a correction of Article I. of the Ministerial Order No. 1155 of November 27 last, which should now be read as follows:—

"1. That the Delivery Orders issued by masters and agents of ships shall be considered as equivalent to those issued by the ship-owners, for the purposes, etc."
19th January.

Admiralty Order.**SCREENING OF LIGHTS ON BOARD BRITISH MERCHANT VESSELS.**

In exercise of the powers conferred upon them by the Defence of the Realm Regulations and all other powers thereunto enabling them, the Lords Commissioners of the Admiralty hereby make the following Order:—

1. No light of any description shall be exposed in any British Merchant Vessel so as to be visible outboard or as to reflect upwards, and if any Master, Officer, Member of the Crew or Passenger, or any other person on board, so exposes or permits to be exposed any light, he shall be guilty of an offence against these Regulations.

Provided that this Order shall not apply to such Navigation Lights as the Admiralty Instructions may authorize to be shown at any particular time or in any particular place or circumstances, nor to any lights that are necessary for authorized signalling purposes.

2. It shall be the duty of the owner of every such vessel to provide adequate means of screening lights on board, and it shall be the duty of the Master or of such other Member of the Crew as he may appoint to take measures to secure that lights on board are screened as this Order requires, and if any of the said persons fail to perform his said duty he shall be guilty of an offence against these Regulations.

3. Any Naval Officer whom the Senior Naval Officer of the Port may appoint for the purpose may board any such vessel entering the Port to inspect the means provided for screening lights as this Order requires. The Master of such vessel shall give facilities for such inspection and shall, if the Inspecting Officer so requires, sign a certificate to the effect that adequate means of screening lights are provided on board.
16th January.

Army Council Orders.**THE RAW GOAT SKINS (PRICES) ORDER, 1918.**

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, the Army Council hereby order as follows:—

1. No person shall, without a permit issued by or on behalf of the Director of Raw Materials, sell or deliver any Raw Goat Skins at prices exceeding the prices set out in the Schedule hereto annexed.

2. This Order may be cited as the Goat Skins (Prices) Order, 1918.
[Schedule of Maximum Prices.]

18th January.

THE RAW GOAT SKINS (REQUISITION) ORDER, 1918.

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, notice is hereby given that it is the intention of the Army Council to take possession of all Raw Goat Skins now in stock in the United Kingdom or to be imported into the United Kingdom after the date hereof.

18th January.

Board of Trade Order.**THE PAPER RESTRICTION (POSTERS AND CIRCULARS) ORDER, 1918.**

The Board of Trade, deeming it expedient to make further exercise of the powers vested in them by Regulations 2r, 2g, and 2j of the Defence of the Realm Regulations as respects paper, hereby order as follows:—

Posters.

1. (a) In this Order the expression "Poster" means a sheet or sheets made wholly or partly of paper, cardboard, or other similar material, containing any advertisement, announcement, or intimation, whether in words, pictorial form, or otherwise, printed, written, or depicted, which is exhibited or intended to be exhibited.

(b) Any combination of posters relating to the same subject matter or business shall be deemed to be one poster.

(c) In the case of posters relating to the advertisement of or contents in any newspaper or periodical, the expression "poster" includes posters made of any material whatever.

2. Subject to the provisions of paragraph 7 hereof, no person shall make or exhibit, or cause or permit to be made or exhibited, any poster the superficial measurements of which exceed 2,400 square inches.

3. Subject to the provisions of paragraph 7 hereof, no person shall

exhibit, or cause or permit to be exhibited, any poster containing any advertisement, announcement, or intimation with respect to goods offered for sale by a retailer except at the premises where such goods are offered for sale.

4. Subject to the provisions of paragraph 7 hereof, no person shall exhibit or affix, or cause or permit to be exhibited or affixed, on any one wall, hoarding, or place a number of posters relating to the same subject matter or business which in the aggregate exceed a superficial area of two thousand four hundred square inches, except at the place of business of the person advertising, in which case no one poster so exhibited or affixed shall exceed the superficial area aforesaid.

5. No person shall exhibit, or cause or permit to be exhibited, any poster relating to the advertisement of or contents in any newspaper or periodical except at the premises where the newspaper or periodical is published.

6. No person shall make or exhibit, or cause or permit to be made or exhibited, any poster containing any advertisement, announcement, or intimation with respect to the business of a moneylender, bookmaker, commission agent for the making or placing of bets and wagers, or tipster, or with respect to any competition involving guessing or any test of skill, whether in connection with a game or sport or otherwise.

7. Subject to the prohibitions contained in paragraphs 5 and 6 hereof, this Order shall not apply to posters the printing of which had been actually commenced on or before 2nd March, 1917, and which were actually in stock with a printer, billposter, or advertiser on or before 22nd October, 1917.

Advertising Circulars.

8. In this Order the expression "advertising circulars" includes advertisements of any description (other than posters), issued gratuitously and printed or written on paper, cardboard, or other similar material; tradesmen's catalogues and price lists; advertising sheets or periodicals in the form of a newspaper or magazine, whether registered as a newspaper or not, which are distributed gratuitously, and of which advertising is the main and not merely an ancillary purpose, diaries, almanacks, and calendars issued gratuitously and containing advertising matter, but does not include annual reports of companies or societies if issued only to members of such companies or societies, nor circulars requesting verification of information for books of reference and containing no advertising matter other than that relating to books of reference published by the same person, nor to auctioneers' catalogues relating to a bona-fide auction, nor to particulars relating to land or houses which are offered for letting or sale.

9. No person shall issue or despatch, whether in response to a request in writing or otherwise, any advertising circulars, either by post, by hand, in the form of inset, or otherwise, save as is hereinafter expressly authorized.

10. Advertising circulars may, until 31st January, 1919, be issued and despatched within the United Kingdom for, by and on behalf of all persons, other than those mentioned in paragraph 17 hereof, provided that the total weight of paper used for such advertising circulars (including the envelopes, packing, or wrappers) shall not exceed one-third of that used by the person by or on whose behalf the same were issued or despatched within the United Kingdom between 1st February, 1916, and 31st January, 1917.

11. In the case of advertising circulars relating to seeds and plants for the growing of foodstuffs one half of the total weight of paper used by the person by or on whose behalf the same were issued and despatched between 1st February, 1914, and 31st January, 1915, shall be substituted for the total weight of paper permitted to be used by paragraph 10; provided that in the case of advertising circulars relating both to seeds or plants for foodstuffs and other seeds, plants or goods relating to such other seeds, plants or goods must not exceed one-third of the total weight calculated as in paragraph 10.

12. A manufacturer, merchant, dealer, or agent for sale may issue and despatch until 31st January, 1919, trade catalogues and price lists relating to goods made or dealt in by him to any person who sells or, for the purpose of his trade or business uses, the goods referred to in such catalogues or lists without reckoning the weight thereof in the weight of paper which he is permitted to use under paragraph 10 of this Order; provided that in calculating the weight of paper which he may send to other persons under paragraph 10 of this Order there shall be excluded the weight sent by him to the aforesaid classes of persons between 1st February, 1916, and 31st January, 1917.

13. Nothing in this Order applies to any prospectus or application form issued by a company or association bona fide carrying on the business of insurance and despatched by them in response to a request in writing, nor to any annual report or statement of accounts or balance sheet issued by such company or association to persons insured by them.

14. Nothing in this Order applies to circulars relating to the purchase, sale, or dealing in, or to price lists of any stocks, shares, debentures, bonds, or securities of a like nature issued or despatched by a member of a stock exchange in the United Kingdom.

15. Advertising circulars and price lists of the class mentioned in the last paragraph may be issued or distributed by any other person, provided that the total weight of paper used for such circulars or distributed up to 31st January, 1919, does not exceed that allowed in paragraph 10 of this Order.

16. Nothing in this Order affects the use by the retailer of an advertising circular printed before 22nd October, 1917, as a wrapper for an article or articles purchased at his place of business provided no other form of wrapping paper is used on the article or articles so purchased.

17. No advertising circular shall be made, printed, issued, despatched,

or exhibited for, by or on behalf of any registered moneylender, book-maker, commission agent for the making or placing of any bets or wagers, or tipster, or by the promoters of or persons interested in any guessing competition or test of skill, whether in connection with a game, sport, or otherwise.

18. Where it appears to the Board of Trade or the Royal Commission on Paper that the total weight of paper used by or on behalf of any person for advertising circulars issued or despatched by him between 1st February, 1916, and 31st January, 1917, or in the case of those circulars mentioned in paragraph 11 between 1st February, 1914, and 31st January, 1915, was unreasonable or excessive, having regard to the nature and importance of the business or matter referred to in such circulars and all the circumstances of the case, the Board or Royal Commission on Paper may by notice in writing directed to such person prescribe the total weight of paper that may be used by such persons for advertising circulars issued or despatched between the dates mentioned in paragraphs 10 and 11 of this Order, and such weight may be less than that permitted by those paragraphs, and shall be the total weight which such person is hereby permitted to use for the purpose aforesaid.

19. All persons who make, print, issue, despatch, distribute, or publish advertising circulars shall, if and when required by the Royal Commission on Paper on behalf of the Board of Trade, make returns to the said Commission in such form and giving such particulars as they may direct as to the making, printing, issuing, despatch, distribution, or publication of advertising circulars.

General.

20. Nothing in this Order applies to posters or advertising circulars despatched or to be despatched by persons (other than those mentioned in paragraph 17) to persons abroad.

21. The Paper Restriction (Posters and Circulars) Consolidation Order, 1917, and the general licences granted thereunder are hereby revoked without prejudice to any act or thing done or suffered or to any penalty incurred or prosecution or proceeding which has been or may be instituted thereunder.

22. The Royal Commission on Paper on behalf of the Board of Trade may in such cases as they think fit and either particularly as respects any person or thing or generally as respects any class of persons or things issue licences dispensing with the application of this Order to any person or thing or any class of persons or things.

23. Where the fulfilment by any person of any contract is interfered with by the necessity on the part of himself or any other person of complying with any provision of this Order, that necessity shall be a good defence to any action or proceeding taken against that person in respect of the non-fulfilment of the contract so far as it is due to that interference.

24. Infringements of this Order are summary offences under the Defence of the Realm Regulations.

25. This Order may be cited as the Paper Restriction (Posters and Circulars) Order, 1918, and shall take effect on 1st February, 1918.
15th January.

Ministry of Munitions Orders.

ORDER CONTROLLING THE PRICE OF IRONSTONE IN THE MIDLANDS DISTRICT.

The Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm Regulations, and all other powers thereunto enabling him, hereby orders as follows:—

1. On and after the date of this Order no person shall until further notice, buy, sell, deliver or deal in, or offer to buy, sell, deliver or deal in any ironstone mined, won or got, or to be mined, won or got, in the districts specified in the 1st Schedule to this Order at a price exceeding the price specified as the maximum price in the 2nd Schedule to this Order.

2. This Order may be cited as the "Midlands District Ironstone Control Order, 1918."
18th January.

SCHEDULE I.

Rutlandshire.
Leicestershire.
Northamptonshire North East of a straight line drawn from Rugby to Buckingham.
Lincolnshire South of a straight line drawn from Newark to Sleaford.

SCHEDULE II.

MAXIMUM PRICE.

Ironstone per ton f.o.t. at mine or quarry 3s. 9d., and for every sum of 1s. 3d. per week, by which the rate of wages for Ironstone Getters employed at any particular mine or quarry in the districts specified in the first Schedule is increased above the rate current at such mine or quarry on the 12th November, 1917, there may be added to the above-mentioned maximum price for Ironstone mined, won or got at such mine or quarry the sum of 1d. per ton.

ORDER EXTENDING THE ORDER OF THE MINISTER OF MUNITIONS OF THE 23RD MARCH, 1917, AS TO SPELTER.

Whereas the Minister of Munitions is desirous of extending the Order made by him as to the control of spelter dated the 23rd March, 1917, in manner hereinafter appearing.

Now the Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm Regulations and all other powers thereunto enabling him, hereby orders as follows:—

(1) As from the date hereof the said Order of the 23rd March, 1917, shall operate and take effect as if the following clause was substituted for clause 5 of the said Order, namely:—

"5. For the purpose of this Order the expression 'Spelter' shall mean Spelter of all qualities and shall include sheet and rolled zinc, scrap zinc, hard spelter, dross, zinc ashes, flux skimmings, zinc dust, zinc ore, zinc oxide, zinc sulphide (or lithophone), whether dry, in oil, or prepared for use, and zinc compounds of every kind, or any of them."

(2) This Order may be cited as "The Spelter Control (Amendment) Order, 1918."

22nd January.

Food Orders.

THE MEAT (MAXIMUM PRICES) ORDER, 1917.

General Licence.

The Food Controller hereby authorizes on and after the 27th December, 1917, the addition on any wholesale sale of home-killed beef of a sum at the rate of 1d. per lb. to the prices for the time being in force under the above Order on a wholesale sale of home-killed beef, but so that any sum added under this licence shall be deducted in determining for the purpose of such Order the actual cost of meat to a person selling meat by retail and for all other purposes connected with the prices chargeable on a retail sale.

24th December.

THE BUTTER (IRELAND) ORDER, 1918.

In exercise, &c., the Food Controller hereby orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned:—

1. After the 5th January, 1918, until further notice no person, other than a person licensed by the Food Controller under this Order, shall send, consign or ship any butter from Ireland to any destination outside Ireland, and no person shall buy or agree to buy or take delivery of any butter to be sent or consigned from Ireland to any destination outside Ireland, except from a person so licensed.

2. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

3. This Order may be cited as the Butter (Ireland) Order, 1918.
3rd January.

CATTLE FEEDING STUFFS (PRIORITY SUPPLY) ORDER, 1918.

In exercise, &c., the Food Controller hereby orders that except under the authority of the Food Controller, the following regulations shall be observed by all persons concerned:—

1. *Priority Certificates.*—The Food Controller or any person authorized by him may grant to any owner of dairy cattle in milk or such other cattle as the Food Controller may from time to time determine a priority certificate entitling such owner to a priority supply of cattle feeding stuffs of such quantities and such varieties and during such periods as may be stated in the certificate. The Food Controller may revoke any certificate so granted.

2. *Priority Supplies.*—A person shall in the disposition of any cattle feeding stuff give preference to a person seeking to obtain the same under a priority certificate issued under this Order, and shall not dispose of any cattle feeding stuff until all orders for the like cattle feeding stuff properly demanded under any priority certificate have been fulfilled by him.

3. *Endorsement of Certificate.*—On the occasion of a sale of any cattle feeding stuffs under a priority certificate, the seller shall correctly enter or endorse on the certificate in a durable form the quantity and variety of feeding stuffs sold and the date of sale.

4. *Application for Certificate.*—Every application for a priority certificate shall be made in such manner or on such form as may be prescribed by or under the authority of the Food Controller.

5. *False Statements, &c.*—A person shall not:—

(a) make or connive at the making of any false statement with a view to obtaining a priority certificate for himself or any other person; or

(b) make or connive at the making any false entry or endorsement on a priority certificate; or

(c) fail or neglect, or connive at any failure or neglect, to make any entry or endorsement on or to complete any priority certificate in manner directed thereon or required by this Order; or

(d) assign or attempt to assign any priority certificate or any cattle feeding stuff obtained thereunder; or

(e) falsely represent himself to be a person to whom any such certificate applies or has been issued.

6. *Duty of Owner of Certificate.*—No person having obtained cattle feeding stuff under a priority certificate shall use any part of such feeding stuff for any purpose other than feeding the dairy or other cattle in respect of which the certificate was granted.

7. *Interpretation.*—For the purpose of this Order:—

"Cattle Feeding Stuff" includes cattle feeding cake and cattle feeding meal of every variety, millers' offals, barley offals, oat offals, malt culms, kiln dust, brewers' grains, distillers' grains, and maize by-products, but does not include any of such products which are suitable for human food.

8. *Penalties.*—Infringements of this Order are summary offences against the Defence of the Realm Regulations.

9. *Title and Extent.*—(a) This Order may be cited as the Cattle Feeding Stuff (Priority Supply) Order, 1918.

(b) This Order shall not apply to Ireland.
4th January.

THE RABBITS (PRICES) ORDER, 1918.

In exercise &c., the Food Controller hereby orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned:—

1. *Maximum price on sales of rabbits.*—(a) No person shall after the 14th January, 1918, directly or indirectly sell or offer or expose for sale or buy or offer to buy a rabbit or part thereof at a price exceeding the maximum price provided by or in pursuance of this Order.

(b) Until further notice the maximum price for a wild rabbit shall be 2s. if the pelt or skin be included in the sale, or 1s. 9d. if the pelt or skin be not included in the sale, and for part of a wild rabbit shall be at the rate of 10d. per lb. on the weight of the part sold, skinned and cleaned.

(c) The Food Controller may from time to time by notice prescribe other prices for rabbits or parts of rabbits.

2. *Power of a Food Committee.*—A Food Committee may from time to time by resolution as respects sales within their area of rabbits or parts of rabbits vary the maximum price under this Order as fixed for the time being by the Food Controller but;

(a) every such resolution shall be reported to the Food Controller within seven days, and in the case of a resolution increasing the maximum price shall not take effect until the same has been sanctioned by the Food Controller; and

(b) every resolution made by a Food Committee under this Clause shall be subject at any time to review by the Food Controller and shall be withdrawn or modified as he may direct.

3. *Terms of sale.*—Subject to any directions to the contrary in any notice issued by the Food Controller under this Order, and subject also as respects the area of a Food Committee to any directions contained in any resolution of a Food Committee varying the maximum price:—

(a) in calculating the price any broken half-penny shall count as a half-penny; and

(b) no additional charge may be made for bags or other packages or for giving credit or making delivery.

4. *Contracts.*—Where the Food Controller is of opinion that the price payable under any contract for the sale of rabbits is such that the same cannot at the price for the time being permitted under this Order or any notice hereunder be sold by retail at a reasonable profit, he may, if he thinks fit, cancel such contract or modify the terms thereof in such manner as shall appear to him to be just.

5. *Notices.*—Every person selling rabbits by retail in any shop or from any stand, cart, barrow or other vehicle, shall keep posted in a conspicuous position so as to be clearly visible to all customers throughout the whole time during which rabbits are being sold or exposed for sale a notice showing in plain words and figures the maximum price for the time being in force under this Order as to sales in such shop or from such stand, cart, van or other vehicle.

6. *Fictitious transactions.*—No person shall in connection with the sale or disposition or the proposed sale or disposition of any rabbit or part thereof enter or offer to enter into any fictitious or artificial transaction or make or demand any unreasonable charge.

7. *Exception.*—This Order shall not apply to a sale of a live rabbit or to a sale by retail of cooked rabbit by a person in the ordinary way of his trade.

8. *Interpretation.*—For the purposes of this Order, the expression "Food Committee" shall mean a Committee constituted in pursuance of the Food Control Committee (Constitution) Order, 1917, and the Food Control Committee appointed for Ireland.

"Wild rabbit" shall include all rabbits whether imported or not, except rabbits proved to have been bred in captivity.

9. *Penalty.*—Infringements of this Order are summary offences against the Defence of the Realm Regulations.

10. *Title.*—This Order may be cited as the Rabbits (Prices) Order, 1918.

4th January.

THE SUGAR ORDER, 1917.

General Licence.

The Food Controller hereby authorizes all dealers in Sugar to deliver sugar against any voucher issued under the above Order during a period of not more than seven days after the expiration of the currency of such voucher.

4th January.

THE BREAD (USE OF POTATOES) ORDER, 1918.

General Notice.

The Food Controller hereby directs that until further notice any person may, in the manufacture of bread, use such quantity of potatoes as he may think fit.

Societies.

The Annual General Meeting of the Bar.

The Annual General Meeting of the Bar was held in the Inner Temple Hall on Friday, the 18th inst.

The Solicitor-General (Sir Gordon Hewart), who presided, said they were consoled for the absence of the Attorney-General by the fact of the high and responsible mission in which he was engaged. There could be no greater service to humanity and civilization than that of helping to draw closer the bonds which bound together the great English-speaking nations, not only for the duration of the war, but for all time to come, as we hoped and believed. It was no small satisfaction to their profession that two of the men who had been singled out for a prominent part in that great and beneficent work should be the former Attorney-General—the Lord Chief Justice—and the present Attorney-General.

He was glad that at this meeting there were no controversial topics for discussion—such as that of women advocates or other revolutions—seeing that this was a time when so many of their members were risking life and limb away from the country. Up to the present 1,432 members of the Bar had served in the war, 169 had been killed, and many had received honours.

Sir Harry Poland related the circumstances in which an application had been made to the Benchers of Lincoln's Inn to transfer to the Royal Courts of Justice the statue of Lord Erskine which is now in the library of that Inn. He said that the statue was subscribed for not only by members of the Bar, but by the public who had benefited by Erskine's advocacy of the liberty of the Press. It was placed first in the hall of Lincoln's Inn when, as he (Sir Harry Poland) could remember, that hall was used as a court of law, open to the public. It was put there because it could be seen by the public as well as the lawyers, and it should now occupy a public position.

It was stated that provision was being made where necessary for the needs of the families of the members of the Bar who were at the front.

The Union Society of London.

The Society met at the Middle Temple Common Room on Wednesday, 23rd January, 1918, at 8 p.m. The subject for debate was "That this House regrets the women enfranchisement provisions of the new Representation of the People Act." Opener, Mr. W. R. Wilson. Opposer, Mr. R. Holt. Motion carried.

The British Museum.

In the House of Commons, on the 16th inst., Sir A. Mond, First Commissioner of Works, replying to Mr. Whitehouse, said:—The proposal to use the British Museum for accommodating the Air Ministry was submitted by the President of the Air Board to the War Cabinet Committee on Accommodation. A large amount of space was required, and this space was not available in any other single building except the British Museum. As chairman of the Committee on Accommodation I submitted the proposal in principle to the War Cabinet for decision. The War Cabinet assented to the proposal. Later, as Lord Rothermere was able to considerably reduce his demands for space, the matter was again before the War Cabinet, and I was able to advise that there was no longer the same necessity for accommodating the Air Ministry in the British Museum.

Replying to further questions, Sir A. Mond said:—The building of the British Museum is a Government building, and as such is under my Department and not vested in the Trustees. Obviously the War Cabinet gave power to override the trustees of any museum.

In reference to the above, Sir Henry Howorth, a Trustee of the British Museum, writes to the *Times* to protest against Sir Alfred Mond's statement in the House that "the building of the British Museum is a Government building, and as such is under my Department and not vested in the Trustees."

"Nothing," says Sir Henry Howorth, "could be more contrary to the facts than this statement. The Act by which the Museum was constituted—namely, the 26th of George II., chapter 22—is most explicit on the subject. It vests not only the contents but the buildings of the

Museum and the land on which they stand in the Trustees, and especially provides that their tenure shall not be affected by the statute against perpetuities. The only limitation contained in its statute is a clause providing that the Trustees shall not possess a larger area of land than would be measured at the time by a ground value of £500 a year. The absolute ownership of the Trustees is referred to in more than one clause of the Act, and is taken for granted in the whole of it."

Nominative Bonds.

Guidance to investors in the Nominative Bonds recently placed on sale by the Government is contained in the following statement which Mr. Currie has received from the Treasury:—

The Nominative Bond is not intended to be a bearer bond, but a registered bond, registration of which is effected by sending to the Post Office Savings Bank Department the token attached to the bond. The registration should be effected as soon as possible after purchase.

This arrangement has been adopted to enable bonds to be purchased on behalf of persons other than the actual purchaser with the minimum of formality.

If anyone wishes to buy bonds to present to someone else several years hence he should either register the bonds in his own name and transfer them to the donee when the time comes or take out ordinary bearer bonds.

No payments of interest will be made upon Nominative Bonds until they have been registered.

We have not contemplated the Nominative Bonds being held unregistered indefinitely—indeed the withholding of interest ought to secure that this shall not happen as a rule, and any case which may arise will have to be dealt with on its merits. Any arrears of interest accrued to the date of registration would, of course, be paid if it were shown that non-registration were due to this apprehension or inadvertence.

A League of Nations.

At a meeting of the League of Nations' Society at the Central Hall, Westminster, on the 18th inst., says the *Daily News*, Lord Shaw of Dunfermline, the president, said this was not a war of nations against nations; it was a clash of ideas—a war against spiritual wickedness in high places. They were up against a system of national and military force, wielded for the purposes of national ambition and aggrandisement—a system which swept aside all moral restraint in its attempt at domination. That system must go. There must be a League of Nations for the security of all nations.

The League must not be an alliance for particular Powers; it must be a trust for the world. Nothing would move the British people to a more prolonged endurance than the knowledge that among the objects on which they were basing their plans was the formation of a League of Nations, whose sanctions would give security to the world. If the British and American Governments were not considering these questions the Anglo-Saxon race would want to know the reason why.

Major David Davies, M.P., said there was a good deal to be said for eliminating foreign policy from the category of party issues. Even in the decisive days of August, 1914, few people seemed to know what our commitments were to the people of France or how far we were in honour bound to support them in the event of war with Germany. Fortunately the Kaiser and his Chancellor left us no option in the matter. The Allied Governments should immediately call a Convention for the purpose of preparing a practical and workable scheme for carrying out the terms of peace which the Allied Governments had enunciated.

Performing Rights.

A meeting of composers and other members of the public and trade interested in the disposal of performing rights was, says the *Times*, held under the chairmanship of Lord Sydenham at Central-buildings, Tothill-street, Westminster, last Saturday.

The following resolutions, proposed by Sir Charles Villiers Stanford, and seconded by Mr. H. R. Clayton, with amendments which had been carried by those present, were passed:—

1. That when the performing rights in any British music are held by anyone other than the original composer or publisher of that music it shall be essential for the safety of the public and the performers of music that the assignee or assignees of those rights, or the agent controlling them for the composer and publisher shall keep a register of works on which fees are claimed open for the inspection of the public, the register to set out fully the rights controlled, including the amount of fees payable for the performance of each work.

2. That Parliament should be asked to legislate along these lines.

Lord Sydenham, in opening the meeting, pointed out that the answer from the Performing Rights Society to the letter from the composers which had appeared in the *Times* was unsatisfactory and not likely to carry confidence with the public. It had therefore become necessary to carry the matter further, and to call the meeting to pass these resolutions.

Steps will be taken to see that the resolutions are carried out.

Companies.

London County and Westminster Bank, Ltd.

Mr. WALTER LEAF (Chairman) presided at the annual general meeting of the London County and Westminster Bank, held on Thursday. Having expressed the sincere regret of the board in the retirement from the chairmanship of Lord Goschen—whose services the Government regarded as indispensable to the nation—he mentioned that that gentleman of course remained as a director, and they hoped to see him again among them at the end of the war to enjoy the benefit of his counsels, on which his colleagues set at least as high value as did the Government. The chairman then made a sympathetic reference to the recent death of their colleague, Mr. W. E. Hubbard. He went on to say that 1917 had been one of moment in the inner history of the bank. It had, in the first place, seen a new departure in the establishment of branches abroad, of which he gave details. Another very important expansion had been made by the purchase of a controlling interest in the shares of the Ulster Bank. The joint working was proceeding with all smoothness, and showed every prospect of fulfilling their expectations. The increase in the business of the Ulster Bank since the purchase was remarkable. The growth was quite beyond all previous record in the history of the bank, and the London County and Westminster Bank could hardly look for better proof than the unification of interests had been welcomed by their Irish friends. These deposits, like those of the Paris Bank, were not included in the total deposits which they showed in their balance-sheet.

THE BALANCE-SHEET.

After detailing the effect of the Ulster Bank purchase, he turned to the other figures of the balance-sheet, and said they would note the great growth in their own current and deposit accounts. This was set off on the other side, in the first place, by a large increase in their most liquid assets, cash in hand and at the Bank of England, and money at call and short notice. These two together showed an increase over last year of some £12,000,000. Though their cash was less, yet short loans, including their deposits with the Bank of England on Government account, which were as good as cash, had gone up by £19,000,000. In these two items alone, which were immediately available, they held nearly 40 per cent. of their liabilities to the public. It was the same with their next most liquid asset, bills discounted, which had increased during the year by close on £10,000,000. This was practically all due to large purchases of Treasury Bills. While their deposits had increased by some £25,000,000, their liquid assets had increased about the same amount. They had an increase in advances to customers of £4,800,000. This was mainly due to advances made in the early part of last year to enable their customers to subscribe to the great War Loan, and they found that in the ten months or so which had elapsed since the loans were granted about two-thirds of the War Loan advances had been repaid—a very satisfactory result, as shewing that their customers had not presumed too far upon their credit, and in most cases were again free to devote this year's savings to the State.

CONSCRIPTION OF CAPITAL.

Proceeding, he said that the shareholders had probably heard fears expressed in some quarters that the great increase in Bank resources might form a strong temptation to the Chancellor of the Exchequer to help himself in some emergency by commandeering bank balances. That was not, in his opinion, a risk which deserved any attention, and that for a very good reason. The Chancellor could gain nothing by such an operation, because he had got the whole increase already by a voluntary process. When they considered the figures he had shewn them, and reflected that the increase in cash at call and short notice was mainly lent to the Government through the Bank of England; that the great increase in bills discounted had gone direct into the Chancellor's hands in the form of Treasury bills, and that the increase in advances had done so indirectly through the bank's customers' investments in War Loan, the shareholders would see, and the Chancellor knew this as well as anyone, that if he attempted to call upon the bank for anything in the way of a forced loan, it would not be possible for it to meet such a requisition except by taking from him with one hand what he was asking the bank to give with the other. That was why he, the chairman, at least, had no fear of such a suicidal proceeding.

THE PROFITS.

Their gross profits were a record—nearly a million more than last year and over two millions more than two years ago. But against this the interest paid to customers shewed an increase of considerably more than half a million. There was also a heavy increase of just £200,000 in expenses. That was not a feature which they liked to see; but it was wholly due to war bonus to their staff at home and to allowances to those on active service. The Board could not but feel serious doubt about the point at which their expenses might permanently stand after the war. That was a matter which must be always taken into consideration in any discussion of the future rate of dividend. They were, however, still able, after providing for this heavy increase, to shew a record net profit of £1,271,000.

PROVISION FOR RUSSIAN INVESTMENTS.

Calling attention to the large amount of £460,500 which they had set aside to contingency account, he explained that this was mostly due

to one cause—the chaos now existing in Russia. In the course of the bank's foreign business they had balances due to them in Russia from firms of undoubted stability, secured in one form or another by the deposit of roubles, either in cash or in Russian Treasury Bills. Not only in pre-war days, but in pre-Bolshevik days, they regarded these advances as safe, on the credit of the firms themselves, apart from the security. This, unfortunately, they could no longer say. It was hard to know what the present state of affairs in Russia was, and still harder to guess at the future. In the circumstances the bank had thought it only prudent to make this large reserve on very drastic lines, in the hope that some day it might be recovered. If there was no improvement in Russia they were now prepared to face the facts. The amount of their holding in War Loan had been taken at cost, but they held on depreciation account a balance which was sufficient to write the whole down to market value.

THE DIVIDEND.

Having commented on the appropriation of £100,000 to premises account, he referred to the question of dividend. They were paying for the first four months dividend on the shares issued to the proprietors of the Ulster Bank. Their dividend from 31st August was accruing, but the London County and Westminster had not yet received it, and had taken no account of it in its profit and loss. They proposed to arrange that the Ulster Bank financial year should in future close on 30th November instead of 31st August; so that in the current year they would receive fifteen months' dividend. Thus £30,000 of the £40,000 which the London and County was now paying in advance would be recovered during the year, and that amount was to be considered as virtually an addition to their carry-forward. On a careful and anxious review of all the circumstances, the board had come to the conclusion that the shareholders were entitled to some increase of dividend, and they had therefore declared 10 per cent. for the half-year, making 19 per cent. for the year. Their chief reason for hesitation had been that such a rise in dividend might be taken as expressing the confident expectation of the board that the dividend could be maintained at 19 per cent. in the future. Unfortunately at the present moment no one could properly entertain any confident expectations of anything in the future. Never was the outlook so obscure, even for the best informed. They would therefore understand that, while the Board felt justified, on the results of the year, in recognizing the strong claims of the shareholders to a better return, the Board were making no promise for the future, but only expressing a good hope.

BANK'S DEPOSITS INCREASE.

The large increase in all bank deposits was not, he thought, a matter for complacency and unmixed satisfaction. So far as it represented the large profits which were being made in many quarters, it was perhaps satisfactory. But in another way it was by no means a healthy sign. There could be no doubt that it stood for a very great restriction of the ordinary trade of the country, both commercial and industrial. Dealers of all sorts had realised their stocks in trade at excellent prices; but they found it impossible to replace them, and had no choice but to bank the proceeds of sales, and make what they could by the interest while waiting till markets were open again. They had therefore to look forward to a rapid reduction of deposits as soon as purchases for regular trade were again possible; and it was in this prospect that the Board felt bound to hold in readiness so large a proportion of the bank's assets. This was one of the features which made so difficult any forecast of future profits. There was further the question of the Government control of trade, which had made such rapid advances during the last year. They must all recognise that such control was in the present emergency inevitable, but they could not view without some alarm the probably permanent results of some steps which were being taken, perhaps with the idea of retracing them in the period of reconstruction. If so, he feared that the idea was short-sighted and

fallacious. He would mention two instances. The whole future of the labour question was in the melting pot; and on the solution arrived at would depend the prosperity of the country, and therefore of the banks, after the war was at an end. It could hardly be said, he feared, that the recent action of the Government in the wages question was of good augury, or promised anything in the way of real settlement in the near future. Another direction in which Government Departments had been active caused the directors much apprehension. He alluded to what appeared to have been adopted as a deliberate policy—the extinction of the merchant, with the view of bringing directly together the producer and the customer. That was an object which might commend itself at first sight to the amateur; it looked like an economy and a simplification. To him it looked rather like a return to primitive conditions of trade unsuited to our modern requirements. To strike at the merchant was to aim a blow at the world-wide pre-eminence of London. Finally, he made some comments on the course of the war, observing that probably in the next few weeks we should see the hardest and bitterest struggle of the whole war, but we were bracing ourselves for the crisis with unshaken courage and determination. The Government was asking at present, and wisely asking, not for a great and dramatic loan, but for what was perhaps harder, but much more wanted, a strong sustained effort to keep up a steady supply of funds. The last returns showed that the nation is waking up to this fact, and meant to do its best. But we must, every one of us, realise it for ourselves, and make up our minds as individuals to play each one of us our fair part in the great crisis which was upon us. Banks and Tanks worked hand in hand. The banks as such had done and were doing their share to the very utmost of their ability; and he appealed to them all to do the like, and to put into National War Bonds every penny they could spare. Buy War Bonds not only now, but to-morrow, and next week, and next month, and every month till the war had at last reached the end which they meant to gain.

He moved the adoption of the report, which was carried unanimously. The retiring directors were re-elected and the auditors reappointed.

Cordial votes of thanks to the chairman and the directors and to the officers and staff were unanimously passed.

Legal News.

Changes in Partnerships.

Dissolution.

MATTHEW HENRY JONES and ANEURIN ARTHUR REES, Solicitors (Matthew Jones & Rees), 51, North John-street, Liverpool. Dec. 1. Matthew Henry Jones will practise in partnership with Alfred Lamb, at the same address, as Matthew Jones & Lamb, and Aneurin Arthur Rees will practise on his own account as Aneurin Rees, at 5, Harrington-street, Liverpool. (Gazette, Jan. 18.)

General.

In the House of Commons, on Tuesday, the Chancellor of the Exchequer, replying to Mr. King, stated that he had carefully considered the report of the Select Committee on Premium Bonds, and, in view of the terms of that report, the Government would not proceed with an issue of premium bonds.

The Local Government Board have issued an Order prescribing a uniform form of certificate or notification by medical practitioners for all notifiable infectious diseases. A separate form is prescribed for use in London. Provision is made in both forms for the additional particulars

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required to be given in the case of tuberculosis, ophthalmia neonatorum, and measles or German measles. The transmission of all certificates or notifications to medical officers of health by halfpenny post instead of by letter post is authorized.

Mr. William Mynors Smythe, of Newbold Beeches, Leamington, a member of the firm of Messrs. Smythe, Etches and Jackson, solicitors, Birmingham, son of the late Canon Patrick Smythe, of Worcester Cathedral, left estate of gross value £24,877.

During a case at West London Court, says the *Westminster Gazette*, His Honour Judge Selfe was seized with a distressing fit of coughing. Handing to his honour a box of lozenges, the solicitor for the defence said, "I hope this will not be considered bribery and corruption." His Honour: "Has the other side any lozenges?" The plaintiff's solicitor remarked, "I think a judge is entitled to be given a breakfast, so we may consider this is his honour's breakfast."

An appellant from Warrington, says the *Manchester Guardian*, asked on the 18th inst. for compensation for the loss of his day's wages in attending the sitting of the Pensions Appeal Tribunal at Manchester Town Hall. Judge Parry said the Tribunal had applied to the Ministry of Pensions, through the Treasury, six months ago for power to pay for time lost by appellants from work, and had not received a reply. It may be explained that appellants are allowed travelling expenses, a sum of 2s. or 1s. (depending on the distance) for meals, and a sum of 3s. 6d. for a night's lodging, when necessary. The district covered by the Tribunal, when it sits in Manchester, includes North Wales, one of the appellants on the 17th inst. coming from Anglesey.

The Local Government Committee of the London County Council, says the *Times*, report that supplemental valuation lists have been sent to the various rating authorities in London. They come into force on 6th April, but are subject to appeals. A large increase of ratable over gross value is said to be due to the inclusion of Government property, in respect of which no gross value appears in the lists. The committee say that, although the return is incomplete, the increase in ratable value is already greater by more than £26,000 than the total increase for all the parishes shown by last year's lists. The principal increases of ratable value are:—Westminster, £64,315; City of London, including foreshore properties, £28,908; Holborn, £19,330; Woolwich (Eltham parish only), £17,411; St. Marylebone, £13,074; Bermondsey, £10,228.

The Lords Commissioners of the Treasury, says the *Times*, in a minute to the Public Accounts Committee Report (171), which was issued on Monday, say that they are unable to concur in the view expressed by the Attorney-General that neither he nor the Solicitor-General should be expected in any circumstances to accept a lower fee than a junior. They add:—"Clause 8 of the Treasury minute (1895) prescribes that for contentious business . . . the law officers and their clerks shall receive fees according to the ordinary professional scales, meaning thereby the scale of fees which a Queen's counsel of average standing in the profession might properly accept from a private client . . . and, further, it does not seem to them possible in this connection to leave out of account the large fixed salaries paid to the law officers." Before the war the salary of the Attorney-General was £7,000 and fees, and that of the Solicitor-General £6,000 and fees. In December, 1915, however, Sir F. E. Smith announced in the House of Commons that the law officers proposed to the Prime Minister that during the war the salary of each of them, apart from fees, should be reduced by £1,000 a year, and that "a large reduction should be made in the scale of fees."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EWE.	
Monday Jan. 28	Mr. Farmer	Mr. Church	Mr. Leach	Mr. Borrer	
Tuesday . . . 29	Jolly	Farmer	Church	Goldschmidt	
Wednesday . . 30	Synges	Jolly	Farmer	Leach	
Thursday . . . 31	Bloxam	Synges	Jolly	Church	
Friday Feb. 1	Borrer	Bloxam	Synges	Farmer	
Saturday . . . 2	Goldschmidt	Borrer	Bloxam	Jolly	
Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.	
Monday Jan. 28	Mr. Goldschmidt	Mr. Bloxam	Mr. Synges	Mr. Jolly	
Tuesday . . . 29	Leach	Borrer	Bloxam	Synges	
Wednesday . . 30	Church	Goldschmidt	Borrer	Bloxam	
Thursday . . . 31	Farmer	Leach	Goldschmidt	Borrer	
Friday Feb. 1	Jolly	Church	Leach	Goldschmidt	
Saturday . . . 2	Synges	Farmer	Church	Leach	

Winding-up Notices.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Jan. 18.

FRANKLIN (DEDDINGTON) LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb. 12, to send in their names and addresses, and the particulars of their claims, to Frank Gray, Oxford, liquidator.

NAVAL AND MILITARY CO-OPERATIVE HOTEL CO. LTD.—Creditors are required, on or before Jan. 30, to send their names and addresses, and full particulars of their debts or claims, to James Collier Parsons, 7A, Laurence Pountney Hill, liquidator.

TRAFFORD PARK CHEMICAL CO. LTD.—Creditors are required, on or before Feb. 12, to send their names and addresses, and the particulars of their debts or claims, to George Arthur Orme, King St, Manchester, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Jan. 22.

ABERDOVEY & BARMOUTH S.S. CO. LTD.—Creditors are required, on or before Feb. 12, to send their names and addresses, and the particulars of their debts or claims, to Edmund M. Owen, 8, Victoria St, Liverpool, liquidator.

GREENTLAND, WEST VALE & STAINLAND COAL SOCIETY, LTD.—Creditors are required, on or before Feb. 22, to send in their names and addresses, and the particulars of their debts or claims, to Geo. H. Walker, 37, Southgate, Halifax, liquidator.

KIBWEZI RUBBER LANDS, LTD.—Creditors are required, on or before Mar. 2, to send in their names and addresses, and particulars of their debts or claims, to Mr. Duncan Frederick Baden, 33, St Swithin's Ln, liquidator.

MCPHAIL & SIMPSON, LTD.—Creditors are required, on or before Feb. 20, to send their names and addresses, and the particulars of their debts or claims, to George Elder Levis, Finsbury pvtnt House, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Jan. 18.

Rainham Chemical Works, Ltd. Fremont Oil Co. Ltd.
Naval and Military Co-operative Hotel Climax Stopper & Ebonite Co. Ltd.
Co. Ltd. Hammond & Jones (Engineers), Ltd.
Chloro Planters (British) Association, Ltd. Penlan Colliery Co. (1909), Ltd.
Care & Midman, Ltd. Blyden & London Steam Shipping Co. Ltd.
Hampton Sugar Estates, Ltd. Lighterage Co. of Montevideo, Ltd.

London Gazette.—TUESDAY, Jan. 22.

McPhail & Simpson, Ltd. Standard Woodgrain Manufacturing Co. Ltd.
Kibwezi Rubber Lands, Ltd. Crawshawbooth Mill, Ltd.
British Stringertype Syndicate, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 18.

ABRAHAM, ELIZABETH, Bristol Mar 1 Wansbroughs & Co, Bristol
ADAMS, ANNIE, Fulham rd Feb 12 Bowling, Southsea
ANDERSON, JOSEPH HENRY, Piccadilly Feb 28 Whitfield & Co, Surrey st
BARFOOT, SAMUEL, Wansford Feb 4 Busby, Queen Victoria st
BARNETT, JACOB, Leeds Feb 28 Blackstone, Leeds
BAXTER, ROBERT, Maryport Jan 28 Hayton & Co, Cockermouth
BAXTER, GRACE, Maryport Jan 28 Hayton & Co, Cockermouth
BROCKLEY, WILLIAM, Hemel Hempstead, Herts Mar 1 Spasmouth, Hemel Hempstead
BROOK, JOSEPH, South Shields Jan 31 Holmes & Holmes, Burnley
BROOKLYN, PETRONELLA MARY CATHERINE, Manchester Feb 15 Bullock & Co, Manchester
CHESTER, GEORGE FREDERICK GROVE, Wallington, Surrey, Bank Clerk Feb 15 Bramston & Co, Norfolk House, Norfolk st
COSER, THOMAS WILLIAM, Robin Hood's Bay, Yorks, Mariner Feb 7 Steele, Burnley
DURSTON, HANNAH ANN, Elm Grove rd, Birnes Feb 36 Sloper & Co, Putney rd
EDMONDS, WILLIAM, Strood, Kent, Farmer Feb 16 Robinson, Strood
GODFREY, ARTHUR POLE, Dickoya, Ceylon Feb 25 Wadson & Malleson, Devonshire sq
GREENHAM, WILLIAM, Fulham, Contractor Feb 14 Hiscott, Stone bldgs
HAARHOFF, ALLAN CHRISTIE, Kimberley, South Africa Feb 22 Maxwell & Dampney, High-pagate
HAIG, FREDERICK MONTAGUE, Ealing Jan 30 Hopgood & Downson, Adams st, Adelphi
HARR, HENRY, Kingston upon Hull Mar 1 Priestman & Sons, Hull
HART-DAVIES, REV JOHN, Southam, Warwickshire Mar 1 Wigan & Co, Victoria Embankment
HINCHLIFFE, JAMES ARTHUR, Shaw, Lancs Feb 1 Taylor, Manchester
HINGLEY, MARY ANN, Cheltenham Mar 1 Homfray & Goodman, Halesowen
HOLMES, ALICE, Rochdale Feb 16 Stott, Rochdale
KEELE, CHARLES EDWARD, Southampton, Solicitor Feb 28 Moberly & Wharton, Southampton
KIMPTON, FRANK, Tenterfield, New South Wales Feb 20 Blyth & Co, Gresham House, Old Broad st
LANGDON, CATHERINE EVANGELINE, Cheltenham Feb 25 Ticehurst, Cheltenham
LE BLOND, ALFRED, Cheshunt, Dairyman Mar 1 Edell & Co, King st
LINDSAY, MARION SMART, Southsea Feb 15 Hollings, Portsmouth
LONG, WILLIAM BECKFORD, Scarsdale villas, Kensington, Barrister at Law Mar 1 Jones, Bloomsbury sq
MACGILL, THOMAS, Hove Feb 20 Nye & Clewer, Brighton
MACKIE, EDWARD, Hampstead Mar 1 Hopkins, Chertfield
MACLON, MARIAN, Balmham Feb 14 Powell & Co, Essex st
MARTIN, WILLIAM MORRIS SURBITON Feb 20 Fowler & Co, Victoria st
MEDHURST, 2nd Lieut WILLIAM RICHARD, Lewisham High rd Feb 16 Sandom & Co, Deptford
NATHAN, DAVID, South Hampstead Feb 14 Parry & Gibson, Lincoln's Inn fields
NELMES, EMILY, Wimbledon Feb 16 Copp, Red Lion sq
NICHOLLS, MARY ELLEN, Devonport Mar 4 Gill, Devonport
PALMER, WILLIAM, Rochester Feb 25 Miles, Lewes
PHELPS, WILLIAM GEORGE, Bedford rd, East Finchley, Engraver Feb 20 Hatchett-Jones & Co, Mark in
RAPHAEL, JOHN NATHAN, Paris, France, Author Mar 24 North, High Holborn
REINHART, EUGENE LEOPOLD, Sydenham Mar 1 Rehder & Higgs, Mincing ln
RIGO, WILLIAM, Heaton Moor, Lancaster Mar 1 Scholes & Co, Manchester
ROBINSON, ELIZABETH, Penrith Feb 28 Thomson & Wilson, Kendal
ROBSON, ELIZABETH JULIA, Waterbeach, Cambridge Feb 15 Nicholson, Lawrence ln
ROTHWELL, KATHLEEN ELEANORE ROY, Hendon Feb 8 Drummond, Parliament st
TATERSALL, JAMES, Oswaldtwistle, Lancs Feb 16 Broughton & Broughton, Ac-crofton
TAYLOR, ARTHUR JOHN, Stockwell rd, Brixton Mar 4 Broad & Lewis, Bristol
TERRY, JOHN WILLIAM, Brighton, Watchmaker Feb 23 Borlase & Johnson, Brighton
TICCHURST, FREDERICK, Cheltenham Feb 25 Ticehurst & Co, Cheltenham
VANE, Hon HENRY CECIL, Harrogate Feb 18 Trower & Co, New sq
VENABLES, WILFRID JAMES, Crews Feb 21 Birch & Co, Chester
VENERE, HARRY FELIX, St John's Wood Feb 15 Jackson & Son, Cannon st
WHITE, SUSAN, Croydon Mar 9 Morris, King William st
WILLIAMS, 2nd Lieut COLIN ERNEST, ASC, Reigate Mar 31 Upton, Benish hill, Upper Norwood
YOUNG, THOMAS, Birmingham Feb 15 Cottrell & Son, Birmingham

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